













Bengal Monthly Register  
1833



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1833

# BENGAL MONTHLY REGISTER.

## SUMMARY FOR JANUARY AND FEBRUARY.

We commence our chronicle of public events at a momentous period—a period that may be fairly denominated a new era in the History of British India.

The whole system of society has been shaken to its very centre, by a series of disasters which were either not foreseen or seen too late for successful prevention. Scarcely had the public panic arising from the failure of the great house of Palmer and Co. in some degree subsided, before another ~~firm~~,—scarcely second in importance whether as regards its banking transactions, commercial credit, or influence in society,—proclaims its insolvency and involves hundreds in its fall. Within three weeks from this dire calamity a third establishment of great magnitude in like manner closes its transactions. The public is paralysed with apprehension. A run on the remaining houses ensues, and nothing but the most extraordinary exertion amongst the merchants, combined with the remonstrances of the press, and a judicious display of confidence on the part of several monied and influential persons—saves public credit from immediate annihilation. The ferment lasts for a month:—it is succeeded by a calm,—but public confidence has vanished, and the whole frame of society has undergone a melancholy transmutation. Private establishments are reduced to one half, and often to one quarter their former extent,—stately mansions are vacated—furniture sold: hospitality—that universal and cordial hospitality which formerly constituted the chief characteristic of Anglo-Indian society—disappears before the *res angusta domi*; the money lender closes his purse strings, for Assurance societies, whence he derived his security, owing to mismanagement, have lost ground in public estimation, and Insolvency has ceased to be considered a stigma. It may readily be conceived that immense private distress has been produced by this sudden metamorphosis, and that many a struggle has been endured, and much violence to private feeling sustained, in shaking off ancient and long cherished habits. Self denial in fact has become the order of the day.

Painful, however, as is this change to all whom it affects, and all who witness it, without—if that be possible—sharing in its immediate consequences, it is impossible not to foresee that much future good will result from the general shock. Our social existence in this hemisphere has hitherto been of a decidedly artificial character. In a vast majority of instances our expenditure has always greatly exceeded our means, and the princely style of life which has so long been the admiration of the short sighted, has been supported by incessant drafts on a mine of riches erroneously deemed inexhaustible. Wealth has not duly circulated in India. Springing from one fertile source it has been diverted from its true current and for the most part carried into foreign channels whence it has not ebbed in a just proportion. India, in short, has been drained to increase the wealth of England.

Nor is the substitution of a sound and wholesome for a hollow and artificial system of social and commercial intercourse the only advantage which we contemplate as the result of the recent awful *bouleversement*. MIND henceforth will assume—nay, *must* assume that sway, and exercise that influence which hitherto has been ascribed, and too truly ascribed, to pomp and splendour alone. Happily for the greatness and prosperity of India we can no longer keep up those magnificent establishments which our love of luxury and elegance long taught us to think were essential to the preservation of the respect of the natives of the country: That favorite but delusive theory is not only forcibly dissipated, but the utility of its practice, if it ever were useful at all, has become every day more questionable, seeing that the natives have gradually learned to appreciate the value of knowledge and intelligence and to despise the mere glitter and pageant of oriental life. Intellect, henceforward, must form the basis of our pre-eminence.

The failures of the great houses of Alexander and Co. and Mackintosh and Co. continue the engrossing topics of conversation, and the influencing causes of commercial depression. Great efforts were made to keep the former house out of the Insolvent Court, but they were rendered unavailing through the want of unanimity amongst the creditors. The persons of the members of the late firm are, however, inviolate, owing to a declaration by the Assignees, that they have assets forthcoming equalling a moiety of the claims on them. Similar exertions are being used to guard the house of Mackintosh and Co. from the necessity for a declaration of Insolvency, and certain propositions have been submitted by the partners for an ultimate liquidation of a portion of the claims on them, conditionally that they are not forced into Court. One of these propositions, viz. to grant a letter of license to the partners to carry on business for three years, under a new firm, has been partially acceded to. It is doubtful, however, whether the dreaded contingency can be averted, for the irritation of disappointed or ignorant creditors, combined with the workings of malevolence, militate against the hope of a favourable compromise. This disinclination to seek refuge in Insolvency—the sole expedient of the bankrupt in India—arises from a belief, though an unfounded one, that the charges of the process in Court of examining claims and determining dividends, absorbs a large portion of each creditor's balance; and although a public representation has been made that the expenses in the Insolvent Court attending the examination of the accounts of Palmer and Co. during a period of *three years*, have not involved more than a *thirty-eighth* part of the assets—the clamour still continues, and it is not easy to guess at its termination.

The Governor General, Lord Wm. Bentinck, has lately returned to the Presidency from the Upper Provinces, with the intention, it is said, of embarking for Madras, in order to enquire into the causes of certain disturbances in the Mysore country. The Bombay papers add that His Lordship is to meet the Earl of Clare at Madras, and will go with him on a visit to Bombay. Lord Wm. Bentinck's tour in the interior has been distinguished by an active inspection of the provincial administration of affairs, which cannot fail to have beneficial results: while his visits of ceremony to, and political intercourse with the Native potentates in the North, have been signalized by all the "pomp and circumstance," for which oriental courts have ever been celebrated. •

The Commander in Chief, Sir E. Barnes, has also arrived at the Presidency. The sudden return of His Excellency has excited some surprise, as it was expected that he would have returned to Simlah and spent the hot season in the hills.

Notwithstanding the stagnation of commerce in a general way, the Indigo market has lately been very lively. The largest purchases have been made by the Honorable Company—but there have likewise been some considerable exports by private merchants. Saltpetre has been in good demand, as dead weight for vessels loading—and Shell Lac and Rice are also in request,—the latter for the Mauritius, Madras and Europe. With regard to imports from Europe, however, little has been done. Colored Piece Goods are indeed gradually obtaining a sale at encouraging prices owing to the shipments from England having lately been rare and moderate, and there has been an extraordinary sale of Spekter at ruinous prices; but Twist, Woollens, Metals, Ales, Wines, &c., remain on hand in large quantities. Freight to London varies from £6 to £7.

Letters from the Cole or Chooar country do not give very cheering accounts of the progress of our arms against the predatory tribes who have been disturbing the peace of the districts for the past year. Our troops appear to be badly off for provisions and other comforts, and have to contend with an enemy who atones for his inferiority in discipline and a knowledge of the refinements of war by his skill in availing himself of the advantages conferred by his jungles and numberless fastnesses. Government, however, has ordered certain regiments to move, with a view, it is suspected, of putting an end to the wearying contest by a *coup de main*, and as Gunganarin, the leader of the refractory party, has been killed in a fight, there is no doubt that tranquillity will soon be restored.

The scarcity of grain, arising from a deficiency of the periodical rains, has been very severely felt in the south and west of the Peninsula of India. Various granaries, abounding with rice, &c. have been plundered by the Natives, but the timely interference of the public authorities has prevented much evil from thence accruing to the community. The import duties of grain were taken off by the Government and shipments encouraged from all quarters where there happened to be superabundance.

Accounts from Madras give a most deplorable picture of the state of the interior arising from the scarcity of grain. Famine stares thousands in the face. The monsoons have passed away with little or no rain; and the fields are consequently waste. The prospects of the poor at the Presidency are not much more favourable. There has been an alarming rise in the price of grain;—rice has risen to upwards of a hundred per cent. and gram is now selling at three times its price a few months ago. Coffee, sugar, and in short, every thing else, is proportionably dear.

Our readers are acquainted with the particulars of the Bangalore conspiracy—a conspiracy by two Havildars and twelve privates of the Madras Army to seize the Fort of Bangalore and murder their European officers. It was at first supposed that a great many more than this small number were engaged in the intended mutiny, but the results of the court martial prove this to have been a mistake. Annexed are the remarks of Sir R. O'Callaghan, the Commander-in-Chief at Madras, on the proceedings of the Court, which will give a clear idea of the nature of the disturbance.

\* The Commander in Chief has much gratification in communicating to the Army the result of the investigation into the recent mutinous proceedings at Bangalore.

\* These proceedings would appear to have originated with certain obscure individuals, of desperate Fortunes,—Civil Inhabitants of the Pettah, who for their own ends, squandered such money as they could command in tampering with the Native Soldiers in their neighbourhood.

\* It is gratifying to place on record, that in a Force comprising 3,500 men, two Havildars and twelve Privates alone are known to have been corrupted. All large bodies must contain some unworthy mem-



be open to corruption, and the Corps composing the Mysore Division of the Army may justly feel proud that they have been found to be so singularly exempt. Not the breath of *suspicion* even has attached to any one of the Native Officers of the Army; they have throughout this affair, upheld their high and long established character for honor and fidelity. The attempts of the instigators of this mutiny succeeded with a trivial number of the lower ranks of the Army only, persons overwhelmed with debt and given up to debauchery; and when these attempts were carried further, the result was the immediate disclosure of the plot by good and faithful Soldiers, whose services the Commander in Chief has not failed to bring to the special notice of Government."

This is an unfortunate country for Judges. Sir W. O. Russell, the Chief Justice, proceeded on the 10th January, to Penang, owing to the infirm state of his health brought on by the rupture of a blood vessel, and died on board the *Enterprise* Steamer on the 22d of that month. The want of a Chief Justice is not severely felt just now, for there is scarcely any business doing, nor is it likely that the *amor litigandi* which has for so many years been a besetting passion amongst the Natives will rapidly revive. Our former Chief Justice, Sir Charles Grey, has, it is complained, destroyed all confidence in the judgments of the Supreme Court by the inconsistent and varying character of his decisions: proverbially uncertain as is the law, he is said to have rendered it a still more doubtful source of redress, and has tended to perplex the profession in their search after precedents.

The Bombay papers contain accounts of successful operations against the town of Balmuir, in Nuggur Parkur, on the North West frontier of the Peninsula. Many of the Rajpoots, in the enemy's service were killed, while on our side only a few sepoys fell. Two European officers were however wounded.—The same journals likewise furnish the particulars of an attack on the fort of Mahodougur, in the petty state of Sawuntwarree, to the South of the Rajah of Sattarab's territories. The systematic mystery in which the proceedings of our Local Councils are clothed, precludes us from getting at the cause of these various campaigns, so that we can only surmise, that they have been undertaken on just and sufficient grounds. The most that can be learnt regarding the attack on Mahodougur is, that the subjects of the Rajah had lately risen against him, and, getting possession of the fort, resisted his authority. In this dilemma he applied to the Bombay Government, which, in virtue of a treaty binding it to secure the Rajah in possession of his dominions, against one Bhow Serwant, the leader of the rebellion—who, it seems, has some claim to them, sent a regiment against the refractory party. In the contest resulting from our co-operation one British officer was killed and another severely wounded.

Our latest arrivals from China mention the death, either by his own hand or the order of the Emperor, of Governor Le, while on his way to Peking. He was for some time Governor of Canton, and was exceedingly popular during his administration of affairs. The state of Commerce is not on the whole very cheering. There had been an extraordinary demand for Opium; but the merchants still endeavoured to keep down the price of Cotton in which article but few transactions had taken place. Produce continued very high and scarce. An American frigate was about to leave Lintin for Cochin China and Siam, carrying a gentleman entrusted with general powers of a diplomatic nature. The use of such a functionary in that remote part of the commercial world, so far removed from appeal to superior authority at home, is obvious, and it is to be hoped, the British East India Company, or the Government, in the event of the non-renewal of the Charter, will nominate a similar delegate.

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## GENERAL SUMMARY FOR MARCH.

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It is a singular fact, referable to our remote position and to the peculiar character of the Indian government, that we are, generally speaking, very little agitated, or affected by external events. Although this vast empire is part and parcel of the British dominions—acknowledges the immediate government of Englishmen, and maintains a commercial intercourse with almost every part of the civilized world,—yet such has been the jealous watchfulness of the rulers, and so slight the community of interest and sentiment subsisting between the foreigners and natives peopling the soil, that the affairs of Europe produce scarcely any greater excitement in India, than do the disturbances in Ireland in the heart of the Celestial Empire ;—and certainly Europe returns us the compliment.

The truth of this fact being admitted, it will not surprise our readers to be told that the panic arising from the commercial shocks alluded to in the last General Summary having in some degree subsided, the community of Calcutta and its dependencies is fast relapsing into that quiescent mood which peculiarly distinguishes Asiatic Society in all its branches. If there be any thing, however, to keep alive in some measure the painful excitement which has disturbed the even flow of existence in this quarter since December last, it is that we approach the termination of the commercial year—a period, it is feared, that will establish that we have not yet reached the climax of our distress. Our readers are aware that during the months of March and April the agency houses are accustomed to make communications to their constituents regarding the footing on which they are relatively to stand during the ensuing Commercial year. Business is, therefore, in a measure suspended just now. Confidence, it is true, may have been partially restored, but people are rather anxious to collect all they can, and to keep all they have got, than embark in any fresh speculation. Money is not to be had at the present moment at any rate of interest, or on any security, and altogether there is a lull in the commercial world which though it may not—cannot—indicate the approach of any violent or destructive storm, is at least symptomatic of a few injurious gusts.

The allusion we have made to the indifference with which the affairs of distant countries, though closely connected with India, are contemplated in this vast settlement, has been suggested by the manifest apathy with which the intelligence of the approach of a war with Holland—the key stone to a General War—has been received. It is no part of the plan of this periodical to record the events which convulse mankind to the West and North of the Cape of Good Hope ;—intercourse and publicity are becoming sufficiently common throughout Asia to furnish us with sufficient subjects of attraction within the limits of the Himalaya mountains and the mouth of the Hooghly ;—but we perceive in this expected War, a bearing on the immediate interests of India which entitle it to peculiar notice and justify a departure from custom.

It is not necessary perhaps to revert to the original causes of the dispute which has put all Europe on the *qui vive*, for they have formed the theme of ample public discussion since the winter of 1830. Our readers are all aware that the French Revolution in that year, was more or less the source of a revolution in Belgium, which terminated in the overthrow of the Orange dynasty and the erection of Belgium into a separate sovereignty ;—that since the moment of that occurrence in 1831, the Great Powers of Europe have sought, by a balancing of the respective interests of the Dutch and the Belgians, to prevail on the King of Holland to recognise the separation of the two states and to withdraw all hostile demonstration. It is equally well known that His Dutch Majesty, though consenting to the arbitrement of the Powers, conferring by their representatives in London, has contrived to spin out two long years in tedious disputation and frivolous objection, availing himself of the armistice in the interval, to strengthen his military and naval resources and to negotiate with the powers supposed to be well affected to his interests. This has been borne with considerable patience by the London conference, from an anxiety to avoid any rapture that might tend to disturb the peace of Europe :—but there are limits to human endurance as to every thing else, and it is not just that the interests of thousands should be sacrificed to the obstinacy and intrigues of a single individual, even though he wield a sceptre and acknowledge the blood alliance of more potent sovereigns. The opposite party to the negotiation, Leopold, King of the Belgians, has felt this, and has therefore, it seems, called on France and England to carry into execution the articles of the treaty relative to the Netherlands concluded in 1831, which execution was guaranteed by Austria, Prussia and Russia. These latter powers declare they are not, at this moment, “ *prepared to concur in the active measures called for.*” England and France however, consider that the general peace of Europe will be seriously compromised by further delay ;—they therefore proceed to observe their share of the engagements in question. It is accordingly notified to the King of the Netherlands that he must engage by the 2d of November 1832 to withdraw all his troops from the new Kingdom of Belgium on or before the 12th of that month, failing to do which, France and England, without further delay or notice, will proceed to force him to compliance, by laying an embargo on Dutch property in French and British ports, capturing all Dutch vessels that may be met with at sea, and, if the Netherland troops are in the Belgian territory on the 15th November, by sending a French Army to compel them to evacuate it. Another article of the convention, or *ultimatum*, expressly declares that nothing further is intended than the expulsion of the Netherland troops from Belgium, and that directly this is effected the French troops will retire upon French territory, care being taken, in the interim, that they do not occupy any of the fortified places of Belgium.

To this notification the Dutch King returns an evasive and circumlocutory reply, the object of which is to obtain further time. But the resolution of France and England is taken ; the embargo is laid upon Dutch property ; authority is given to capture all Dutch vessels ; and a combined British and French fleet sails to the Scheldt for the purpose of effecting a blockade, or adopting such further measures as circumstances may call for. The Russian plenipotentiaries on the other hand withdraw from the London Conference ; Prussian troops are marched towards Belgium and the Rhine ;—the Dutch army prepares to attack the town of Antwerp—and every thing indicates a general conflagration.

In this state of affairs a dispatch is forwarded to India, with instructions to the government to take its measures accordingly. Holland, it must be borne in mind, is the only

European power possessing any wealthy Colonies in this quarter of the globe;—the only one, France excepted, that is formidable upon the seas,—and consequently the sole nation, from whose disputes with England British India could derive any advantage or in whose affairs we have any direct or striking interest. And yet, as we have remarked above, scarcely any consideration is here bestowed upon the matter or any attempt made to throw light upon the state of Dutch power in these quarters. Java, Sumatra, and other wealthy possessions are in our neighbourhood, and present in their geographical position, resources and ports, formidable means for crippling our commerce in the straits and Chinese seas. To defend our interests there—if not to avail ourselves of the privileges conferred by the commencement of hostilities between England and Holland—it may be necessary to equip expeditions;—but to conduct these with success it is essential that we should rightly understand the extent and nature of the Dutch warlike resources, and our own means of attack and defence. It is not within the compass of the limits, to which we are obliged to restrict ourselves in this periodical, to furnish all the information obtainable on these extremely interesting subjects—but we may observe to our readers *en passant*, that when it was deemed essential to proceed against Java, so far back as 1811, we found the Dutch admirably fortified, and in possession of an army of 10,000 men;—we went into a country abounding in situations of great natural strength, and remarkable for the *insalubrity of its climate*; we opposed a people *inured* to this climate, and protected by the character of the country. It is true, that by dint of great skill, courage and perseverance, the British forces ultimately succeeded in capturing the principal ports and fortified places in the island, and of thus ridding us for a time, of the only rival we had between the “Cape of Good Hope and Cape Horn;”—but it must be borne in mind, that since then, that is, during an interval of twenty years, the Dutch have availed themselves of the experience furnished by their reverses, and are now, by all accounts, in possession of *much stronger fortifications—a much larger and well disciplined army—the same climate—the same natural defences*. Their naval squadron in Batavia roads and Sourabaya, is formidable in point of metal, and efficient in every branch of its equipment: it is said by a recent visitor, to consist of one large line of battle ship, mounting 60 guns—four large frigates—four brigs and smaller vessels of war, and twenty gun boats,—and there is no doubt, that an opportunity will be taken by the Government of Holland, of our threatened hostile demonstrations in the Scheldt, to increase this squadron abroad, and try the strength of our defences at Singapore—a settlement on which the Dutch have long cast a jealous eye.

In this state of things what means do we possess of preparing expeditions for the double purposes of assault and protection? Our army list, it is true, exhibits a great number of regiments on the three different establishments of Bengal, Madras and Bombay with a superabundance of officers; we have a fine commissariat, and are at peace with all our neighbours;—but what is the numerical strength of our armies?—what is the *feeling of the spy* on the subject of foreign expeditions? These are questions we leave our military readers to answer. We have every confidence in the judgment, bravery, and skill of our commanders,—the names of *Bentinck, Barnes and Halkett* are a guarantee against all failure in respect to arrangements and dispositions:—But, we repeat, their noblest efforts were vain, unsupported by *number*, and the zeal of that number.

In the Naval department of our strength there is better ground for confidence. We have at present in the Indian seas the *Melville, 74*, bearing the flag of Sir John Gore;—

five frigates and corvettes carrying from 24 to 28 guns each—and five sloops of 18 guns each. At the Cape, and consequently sufficiently contiguous to afford any necessary aid—are the *Isis* of 50 guns, two frigates of 42 and 46 guns each, the *Talbot* 28, and a couple of sloops. Besides these, there is at hand the Indian navy, which at present boasts of two or three 30 gun frigates, in an admirable state of equipment.

In pursuance of the measures which have become necessary by the new posture of affairs, H. M.'s ship *Magicienne* has been dispatched by the Supreme Government to Singapore, in order to cruise for the purpose of protecting British vessels and property from the hostility of the Dutch should any be manifested, and there are reports that the Admiral, with the *Melville* and *Alligator*, has left Madras with a similar view; but further than this, our operations, as far as we know, have not gone. Our space obliges us to close this brief notice of the impending war. We have endeavored briefly to show that it involves subjects worthy of deep consideration, and we shall be very happy if the observations we have ventured to submit have the effect of drawing out any information on the subject of the “means and appliances” of our adversaries.

We have said that we are here at peace with all our neighbours. In making this observation we did not lose sight of the operations against the Coles or Chooars, but it seemed scarcely worth while to consider that petty warfare as an infraction of the general tranquillity. An addition to the force against them has been lately despatched hence to Cuttack, though we hear little or nothing now of *dours*, and guerrilla conflicts, for the “head and front” of the rebel force has been annihilated and scarcely anything apparently remains to be done.

It was thought that all cause of apprehension, in regard to the Plague had disappeared, and the Bombay Government meditated taking off the quarantine established at that port. The arrival, however, of the ship *Sophia* from the Persian Gulph, with a suspicious case or two,—and the evidence of the ships' log, which disclosed the fact of several persons on board having died of the infection, revived public fears upon the subject; and the vessel has therefore not only been subjected to a quarantine, but was at once scuttled, sunk, and otherwise purified. We are surprised the Government does not establish a *cordon sanitaire* along the North West Coast of India, and at the different anchorages in the Peninsula. A quarantine at Bombay may serve well enough to exclude contagion from one particular inlet, but how is it to be kept out of this vast empire when Arab vessels without number are constantly arriving at our numberless ports, and land travellers are every day passing between Persia and our North Western provinces?

From Madras we have heard nothing during the past month but melancholy accounts of the prevalence of famine and sickness, especially amongst the lowest orders. A large choultry or grain house has benevolently been established, where nearly 2000 persons are fed daily, free of cost. The amount of voluntary subscriptions to support this humane establishment is upwards of 3000 Rupees *per mth*!—all classes contributing, from the Governor with his 200 rupees per mensem, to the poor native with his four annas.—Unhappily the rains are yet remote, and we must therefore expect to hear of much greater suffering before we hear of a diminution of misery. Large shipments of grain have been made by some of the merchants of Calcutta, hence to Madras, but nothing has been done in the way of public subscription, nor indeed could it have been expected, considering our straitened resources and the late heavy demands of the Cuttack sufferers.

## GENERAL SUMMARY FOR APRIL.

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When we addressed our readers in this form at the beginning of the last month, we were not without serious apprehensions that the close of the commercial year, which is coeval with our present appearance, would exhibit additional signs of the difficulties with which our mercantile position is environed. Happily, however, for society at large, the apprehended misfortunes have been in some measure averted. Government, is awakened at last to a sense of the deep importance to the Public revenue and general welfare of upholding the credit of the remaining agency firms—and in the hope of stopping the panic which has already effected such irreparable mischief, has stepped forward at the eleventh hour with considerable pecuniary aid to the chief Houses, to furnish “the means of carrying on their usual commercial operations during that part of the year “in which the outlay is apt to press most heavily upon those establishments.” It is of importance that this intent and object of the Government in thus stretching forth the helping hand, should be succinctly explained and widely promulgated. Alarmed at the apparently precarious tenure of property deposited in Agency Houses it is not improbable that great numbers of their constituents, misinterpreting the motives of the Governor General in Council, may the more urgently press the different firms for payment of balances standing at their (the constituents) credit. But such a proceeding must, we should think, appear to all who carefully reflect fraught with danger, if not certain ruin to all parties. The Government perceives that the Agency Houses have extensive property in factories, plantations, shipping, &c., which, when in active operation, or if convertible or available as in ordinary times, would yield extensive returns, and, supporting the credit and utility of the establishments, enable them gradually to recover the shock they have recently sustained and thus do justice hereafter to the heavy claims of their numerous constituents. Now, it follows, that if the latter,—instead of patiently awaiting the results of that future steady system, which necessity, as well as good policy, will oblige the Agents to observe,—should incautiously rush forth and demand the settlement of their respective accounts, the Agents, out of consideration for Government, and from their own inability suddenly to meet all immediate demands, will, as a matter of course, instantly cease their payments, and leave the adjustment of matters to lawyers and assignees. It is obviously, therefore, the policy of individuals having large balances at credit with the chief Agency Houses, to abstain from any unnecessary pressure until the results of the timely interposition of Government become apparent; and then, they will probably be content to leave things as they are. We have seen it mentioned indeed, that the Governor General in Council has peremptorily insisted on the Agency Houses’ persevering to refuse payment of fixed balances, as a condition of public assistance; but we do not attach so much importance to this injunction, as to the disposition and good sense of constituents, for no interference on the part of Government, as we all know, can affect the claims of creditors supported by an appeal to law.

Anticipating a war with Holland, whose effects should be felt in this remote quarter, on account of the Dutch possessions to the Eastward, we devoted a considerable portion of our space last month to a detail of the grounds of the dispute and the progress of the negotiations with, and hostile demonstrations towards, that power. We have now to record the sudden and complete destruction of all the hopes of the soldier and the ex-



pectations of the ship owner founded on warlike expeditions and their golden results. English newspapers brought by the steamer *Hugh Lindsay*, which arrived at Bombay from Suez, early in the past month, announce the fall of the citadel of Antwerp, and the consequent cessation for the present of hostilities with Holland. The following extract from the *Benjal Herald*, describes the course of the warlike proceedings, and will serve to complete our chronicle of the brief campaign and its origin;—its results are yet to be developed.

“It appears that the French army under Marshal Gerard entered Belgium, as originally arranged on the 15th November, and immediately proceeded to take the necessary steps for commencing the siege of the citadel of Antwerp. All the preliminary operations having been concluded by the 30th of the same month, Marshal Gerard dispatched a French officer with a flag of truce to General Chassé, the commandant, to demand the surrender of the citadel. The demand was couched in the following terms:—

‘General,—I have arrived before the citadel of Antwerp, at the head of a French army; commissioned by my Government to demand the execution of the treaty of the 15th November, 1831, which guarantees to the King of the Belgians the possession of that fortress, and also that of those forts dependent upon it on both sides of the Scheldt.

I hope you are disposed to admit the justice of the demand. If it should be otherwise, I am commanded to acquaint you, that I shall employ the means which are at my disposal to get possession of the citadel of Antwerp.

‘The operations of the siege shall be directed against the external sides of the citadel and notwithstanding that the weakness of the fortress on the side of the city, and the shelter of the houses offer me great advantages of attacking on that side, I shall not avail myself of them; I have therefore a right to hope that, conformably to the laws of war and the usages generally observed, you will abstain from every kind of hostility against the city. I am now in the occupation of a part of it, with the sole object of preventing that which might expose it to the fire of your Artillery. A bombardment (of it) will be an act of useless barbarity, and a calamity to the commerce of all nations.

‘If, notwithstanding these considerations, you fire on the city, France and England will exact an indemnity equivalent to the damage which may be done by the fire from the citadel, from the forts, and also from the vessels of war. It is impossible that you yourself should not be aware, that in that case you will be personally responsible for the breach of a usage respected by all civilized people, and for the evils consequent thereupon. I wait your answer, and I expect that you will agree immediately to enter into negotiations with me for delivering up to me the citadel of Antwerp, and the forts dependent on it.’

The officer bearing the summons was not admitted within the citadel, but his despatch was taken to the General who returned the following answer.

‘Tell the Marshal that I shall bury myself under the ruins of the citadel. As to the neutrality of the city, I promise nothing,—that will be regulated by circumstances and events.’

On the receipt of this reply hostilities commenced, the Duke of Orleans, with 4500 men opening the trenches.

For 24 days the siege was uninterruptedly carried on, exhibiting great courage and firmness on the part of the Dutch—great bravery, coolness, science and discipline on the side of the French. The latter, protected by their works, showered bombs like hail into the citadel and by force of military tactics and the amazing strength of their artillery, reduced the citadel to a heap of ruins.

When it became evident to General Chassé that it was absurd to hold out any longer, intimation was given to the French Commander in Chief that it was the wish of the former to capitulate. Negotiations were accordingly entered into, and lasted the whole of the 23d December, not closing until eleven o'clock at night.

The moment the capitulation had been signed General Chassé and the rest of the garrison, surrendered themselves prisoners of war, thus to remain until Holland gives up forts Lillo and Liefkenshoek.

The capitulation having been dispatched to Paris, orders were given by the French Government for the immediate return of the French army to their ancient cantonnements as agreed upon in the convention. Accordingly the regiments commenced their retrograde movements on the 27th December, and by the 1st January the evacuation of Belgium had been completed. The Belgian troops then marched into Antwerp, taking charge from the late French garrison, and commenced repairing the bastions of the citadel. The combined fleets subsequently sailed away from the Scheldt, and every measure was adopted which could satisfactorily establish the sincerity of the intentions of the British and French Governments, when they affirmed that the expedition to the Scheldt was equipped for the sole purpose of placing the King of the Belgians in possession of Antwerp."

As soon as the intelligence of the conclusion of the *affaire* reached Calcutta, Sir Edward Burnes, the Commander in Chief, made arrangements for returning to the Hills and accordingly quitted Calcutta on the 22d ultimo.

After our last Summary went to Press we received accounts from Penang of the seizure there by the *Harrier*, sloop of war, of a British Bark, the *Batavia*, under Dutch colours. It was at first imagined that this proceeding arose out of the order for the embargo on Dutch vessels; but it turned out to be quite a distinct thing, and to have no connection with the hostile footing on which we stood with Holland.—The *Hurkaru* correspondent at Penang thus details the particulars of the seizure:—

"She loaded under Dutch colours in the Port of London as bound for Teneriffe, the Havannah and a Market, taking on board letters and parcels on freight for Penang and Singapore, having permission to bring two Passengers to India and a Licence from the Court of Directors to export to Singapore Arms, Ammunition, Gun locks, &c. She left the Downs in September last, and without calling any where reached Penang on the 16th Feby. where she reported herself in due form to the Company's Naval authority, and no observations being made, landed her letters and packets; and it would seem that having called for the purpose of receiving proceeds of former consignments hither, her Commander also landed a few master cases just to ascertain if the state of the Market would admit of his sending any part of her cargo back to Penang should he not be able to make good sales at Batavia. On the 19th or 20th, H. M. Sloop *Harrier* came into Port, and whether from any private hint from the British Ship *Edward*, as being interested in excluding vessels from becoming British carriers, or whether from the unusual keenness of our men of war at a time when there is no field for more glorious pursuits is not exactly known, but certes it is, that the man of war was in this instance very soon on the alert. The first visit to the *Batavia* was for the alledged purpose of purchasing articles for the officers' mess, a few of which were supplied from the Master's Cabin Stores. Presently more minute enquiry was made: the ship's manifest was asked for—there was none but the London Custom House Cockets; the Register, Licences, &c. were shewn, but not given up. At length the Log Book was taken out of the Bulk, and that shewing that a

few cases, &c. had been sent on shore, an officer and a party of marines were sent on board to prevent any further landing. The master was now peremptorily called upon by Captain Vassall for his papers, which were not delivered, on a plea that he had shown them already and was advised to retain them: but at last a peremptory letter from the Governor commanded their being brought to him; they were so, and left with the Governor on a promise of their being returned after being registered in the Master Attendant's Office: but (so it is said in excuse for the promise not being fulfilled) Captain Vassall called immediately upon the Governor to shew or deliver him the papers, and upon a view of them, and with the proofs already in his possession, he immediately determined to seize and send the Bark to Madras for trial; retaining her papers to send on with her. The Bark is in error, there is no doubt, to a certain extent; but a difference of opinion exists here, as to the legality of the governing authority interfering to compel the production of the papers of the vessel of an ally, and further, as to their afterwards remaining in the private, and uncontrolled possession of the King's Officer, who is so much interested in the condemnation of the seizure: the custom being, altho' the law may not require it, to seal such documents up immediately on seizure and place them in charge of the officer appointed to navigate her to the port of trial. This is another of many hundred instances of the great inconvenience of having no Admiralty jurisdiction attached to the Court of Judicature in these Streights, which would create scarcely any additional expence."

The vessel was subsequently sent to Madras. At Madras it became a matter of doubt whether the seizure was legal, for it did not appear clearly that a breach of the navigation laws had really been committed. The master of the *Batania* abandoned the vessel altogether, and entered a protest against her detention by the *Harrier*; while the Admiralty Court at Madras, decided that it could take no cognizance of the matter because it was not within its jurisdiction. We hear, therefore, that the vessel is about to be sent to England, in charge of an officer of the *Harrier*, and we trust that the law authorities there will decree its restoration, with heavy damages to the owners. The whole affair, however sanctioned by usage, appears to us little better than a case of granteel piracy, and we shall heartily rejoice if the ill success of this and similar transactions should induce the legislature to consider of other methods of remunerating our ill paid sailors, and of rendering private property in time of war as sacred at sea as it is invariably held by land.

Mr. Wolf, the famous Jewish Missionary, has lately been at Calcutta and remained three weeks lecturing to some hundreds of the community, of all classes, ranks and kinds, on the subject of his travels. After the inflated accounts which came here in advance of the Reverend Gentleman, we were led to hope that some useful information might be derived from his lectures: but we have been greatly disappointed. He appears neither to have knowledge, nor method, nor appropriate language. He is probably sincere in his Missionary views, but he does not seem to possess the qualities necessary to their due attainment.

The natives of Madras still continue to suffer all the horrors of famine, in spite of the humane exertions of those who do not immediately feel the effects of the scarcity. Strange to say, however, vessels which proceeded from hence laden with rice have absolutely been obliged to come away again without selling a single bag! The Madras papers will, probably, have something to say on the subject; but, in the mean time, we can only state the fact, as we have it from the commanders and owners affected by the speculation.

## GENERAL SUMMARY.

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We were in great hopes, as the immediate opening of the commercial year was undistinguished by any additional marks of the depression of credit, that things had assumed a wholesome tone, and that we might from that period date the commencement of a novel system of mercantile transactions based on the experience of the past and holding out large promise for the future. Our exultation, however, was unhappily premature. Not many days elapsed ere it began to be rumoured that the respectable, and long standing house of Colvin and Co. had declined the aid proffered by government, to which we referred in our last, under the conviction, that it would only serve temporarily to avert the ruin, which threatened the house, and that they intended at once to put their affairs into the Insolvent Court. This rumour was confirmed on the 3d May, when the house formally announced a cessation of its payments, and went into the Insolvent Court. The proceedings on the occasion are given in detail in a subsequent page, from which it will be seen that Mr. McNaughton, the assignee of the Supreme Court, has been appointed to the charge of the estate.

Contemporary with the failure of Colvin and Co. intelligence reached Calcutta, that Shotton and Co. of Bombay had been compelled to take a similar course and to come to the determination of laying their affairs before their creditors, and seeking refuge in Insolvency. A meeting being called it appeared their debts amounted to what we should here consider the insignificant sum of twenty-five lacs of rupees. The failure has not been in any measure connected with the disasters we have had to deplore in Calcutta, but arises from the peculiar character of the transactions of Shotton and Co., which consisted for the most part of money lending, and general agency.

Second in date, though not in interest and wide spreading injury to the failures, has been the occurrence of one of the most awful gales ever experienced in Bengal. Up to the moment at which this Summary goes to the press such particulars only have been obtained as refer to the injury done to property and destruction of life, in the Hoogly and on its banks. To what extent this dreadful visitation may have prevailed on the coasts of Bengal, Orissa, and Coromandel, remains yet to be seen. In the meantime we offer such a connected Summary of the events already known as the industry of the Editor of the *Bengal Herald* supplies us with, merely introducing those alterations which the later date on which we present ourselves have rendered necessary. It appears that on Sunday the 19th May the Barometer had fallen in Calcutta considerably before night, and by Monday noon had gone down more than a quarter of an inch nearly—from 29.56. to 29.20. On the evening of this day the wind veered round to the northward and north east and was accompanied by heavy rain. In the night the gale came on accompanied by torrents of rain. On Tuesday morning the ships in the river were tossing about as if in a heavy sea; several of them drove from their anchors and nearly came in contact. The spring flood tide came in with one of the heaviest bores ever witnessed, rushing and roaring on its fearful way and over setting and sweeping away every boat and small craft it encountered. One ship at the moorings had a cargo boat astern of her:—the dreadful bore encountered it and in an instant it was over set, sunk and seen no more; two or three of the hands in it were saved but the rest found a watery grave. The tide rose two feet and a half above the ordinary level! and great anxiety was felt for the fate of

Saugor and the low lands of the opposite shore : the whole day the gale continued unabated in fury and still accompanied with torrents of rain, no communication being practicable with the vessels afloat, nor with the opposite shore.

In the evening the wind came round to the south eastward and southward and blew with augmented violence during the whole night, still accompanied by heavy rain. In the morning of Wednesday, the gale had in a great degree abated, though it still blew fresh and the swell on the river on the ebb tide was still considerable. One boat was over turned by the bore and 15 people drowned, the banks of the river were, as far as could be seen, on either side, strewed with wrecked boats of all descriptions and the *Investigator* hulk was on shore above Howrah point. In the forenoon the Semaphore communicated that many lives were lost at Saugor, and that boats were required to pick up stragglers ; but still it was hoped that the shipping down below were safe. One of the government Steamers, the *Irrawaddy*, was dispatched to the Sand heads to look after them and afford all possible aid ; while measures were promptly taken for giving relief to the sufferers at Saugor Island. No Kedgerree or even Diamond Harbour reports were received which occasioned increased anxiety as to the effects of the gale in those quarters --an anxiety which subsequent information amply justified.

No accounts of the shipping were received nor any communication except the brief Semaphoric one already mentioned untill late on Thursday evening when a boat belonging to the *Duke of York* reached town, bringing the 4th officer and Mr. Duce, the pilot of that ship ; and on the following day further communications, announced the wreck of every vessel except a Pilot vessel which narrowly escaped the same fate.

The *Duke of York*, was moored as usual at the new anchorage, which is nearly opposite Kedgerree, with chain moorings, and in a perfectly dismantled state when the gale came on. She parted from her moorings in the height of the gale and drove over a dangerous sand called the Longsand, on which in any ordinary spring tide she must have struck, when in all human probability the crew must have all perished. That unusual rise of tide which has proved so fatal to life and property on shore, was the means of her escape however, and driving over the sand with almost incredible rapidity, she was carried far up on the Hidgelee shore, so as to be nearly high and dry at low water. The officers and crew could of course do nothing to save the vessel dismantled as she was except to cut away the main and mizen masts to lighten her, which was promptly done, and their situation may be more easily conceived than described, driving in a helpless condition before a furious gale, hopeless of escape and powerless to avert the dreadful fate that seemed inevitably to await them.

The *Lord Amherst* was at anchor at Kedgerree but she drove ashore during the gale, near Kedgerree Light House where she lies with her back broken. Two other ships, the *Eamont* and *Gascoyne* also went ashore near Kedgerree and bilged. The *Robert* nearly high and dry also near Kedgerree. Fortunately of these vessels none of the crews have been lost ; but the *Sultan*, Mitchell, outward bound to the Isle of France has met a more melancholy fate.

The *Henry Meriton* pilot vessel was proceeding to sea in the morning of the 20th with a fresh easterly wind, but the threatening aspect of the weather induced the branch pilot in command of her to put back to Saugor roads. At one time she was in great danger of driving on the dreadful long sand and its awful breakers : her top masts were cut away,

her main yard was actually carried away by the force of the wind, and the sails although snugly furled were all blown away. She was eventually driven near Ingellie creek, and ultimately when the gale abated got to Kedgerie anchorage, a perfect wreck. While the gale lasted after the vessel had been driving all on board were in total ignorance of their situation.

On shore, the effects of the gale were dreadful and devastating. Nearly the whole of Saugor Island as well as great part of the opposite mainland has been under water to the depth of seven feet, and men and cattle have been washed away in hundreds by the destroying flood, so that for miles the land is strewn with the bodies of men and cattle. The following extract of a letter conveys some idea of the extent of the awful calamity:—

*Extract, dated Shikarpore, Saugor, 22d May 1833.*

"The gale has made a clean sweep here, and I understand all over the Island; forward water for the remnant of the people immediately in Row Boats if possible. *All is gone*, no hunds, no tanks, no people. I think about 60 men, as many women, and about 20 children, are left out of 950 souls, but cannot say yet correctly, as near as I can judge from the height of the Bungalow there were 7 feet water over the land. It broke in at about  $\frac{1}{2}$  before 9 A. M. and did not begin to decrease until 1 P. M. men, women and cattle are lying dead in all directions; many drifted over to Mr. Calder's and McPherson's, and were found dead there."

Another letter from Mr. Scott at Middleton Point was of similar tenor—bungalows unroofed and blown down—the tripod blown down—the row boats carried away by the flood into the jungles—natives literally blown off their legs into the river and drowned—and men and cattle lying dead in all directions after the gale subsided. At Diamond Harbour, nearly the same dreadful effects. Mr. Campbell of Mud Point, who reached that place after the gale has stated that of 4000 people, near that place, only about one thousand escaped—three thousand people perished! and the survivors were dying of thirst! Mr. Pickering in charge of the new tripod on the western shore, gives a most appalling account of the effects of the gale and flood there, and of the escape of himself and people. The hunds were burst in and the whole country flooded, and during the dreadful night of Tuesday, he and the people having taken refuge in the tripod, were nearly drowned in it. The floor burst in and they clung to the joists at the side, immersed in water, and eventually getting out of the window of the building, escaped by means of a rope accidentally left there (the ladder having been unfortunately removed) to the top of it, where they remained during all the horrors of that terrific night expecting momentarily that the foundations being sapped, the building would fall and plunge them into the sea of water below. It stood however and when the gale subsided they escaped to the next station whence they were taken away by a boat from Diamond Harbour, in their way to which place they saw about 700 bodies.

At Diamond Harbour point besides human bodies and many dead cattle, the carcasses of three tigers were drifted ashore and even a quantity of large fish were left dead. The whole country, up and down, on both shores indeed, it is stated in a letter from Diamond Harbour, is strewn with the bodies of men and cattle; all the boats, dawk boats and row boats and all kinds of boats, have been swept away, and in short within the memory of no living man here, was there ever such a dreadful gale. At Kedgerie Light

House Mr. and Mrs. Morton lost their child which was overwhelmed by the fall of a shed in which they took refuge fearing the Light House itself was not safe.

A most singular circumstance occurring during the height of gale at Mud Point at Mr. Campbell's. Many natives climbed up the pillars and took refuge in his house from the approaching flood, fearing suffocation from the increasing numbers of them, in order to let in air he had climbed up to knock a hole in the roof, and while in the act, strange to say a tiger bounded in, seeking refuge like the men from the fury of the elements and quietly slinking into a corner without attempting to molest any one. Mr. Campbell afterwards shot him with his rifle.

The survivors on Saugor and on the opposite shore were, as it has been seen, in the greatest distress for water and provisions, and we have now to speak of the measures which have been adopted for their relief as well as to furnish any assistance that may be useful to the stranded vessels.

On Wednesday morning as soon as the semaphore had communicated the loss of lives at Saugor, the Master Attendant promptly despatched assistance, and a government steamer, the *Irravaddy*, left town with orders to proceed down to the Sandheads to ascertain the fate of the shipping and to afford aid if practicable. Nothing was at this time known of the fate of any of the vessels actually in the river. On Thursday evening as already mentioned, the *Duke of York's* boat brought intelligence of the wreck of all the vessels below. The Master Attendant received the orders of government to adopt immediate measures for the relief of the sufferers and the protection of property. The *Flora* and *Jane* pilot vessels and four river sloops were forthwith laden with provisions and water and it was intended that one or more of them should be towed down by the *Forbes*, the most efficient if not the only efficient steamer in the river. Some difficulty occurring about that arrangement however, the *Hoogh'y* steamer took the *Jane* in tow on Saturday morning and by 11, in the forenoon had passed Diamond Harbour with her, as communicated by semaphore, so that there is every reason to hope that on Friday evening she got down, the other vessels following with tide. The *Hooghly* would stop at Mud Point, afford relief there, cross to Kedgee and then return to meet the *Flora*. In short every thing that judgment and humanity could dictate, has been promptly adopted to afford all possible relief, under the orders of our worthy Master Attendant and his Deputy, as directed by the government, which has manifested the utmost readiness to adopt every useful suggestion from any and every quarter, on the occasion.

We have nothing more to add to this melancholy history, except that Saugor Island must of course be again abandoned to the tiger and the deer, for so many centuries the sole lords of this dreary demesne. Few will be willing now to undertake the clearance of it, few will be found to accept the dangerous gift of an estate there. With less poverty and more energy among the people, the undertaking might be less hopeless, for there is no doubt that, like Holland, Saugor might be with proper bunds or dykes skilfully constructed, vigilantly watched and kept in repair, rescued from the dominion and habitation of the wild beast; but in the actual case, it would be mere inflation again to attempt to make that scene of fertility and comfort which some parts of it so recently presented.

## GENERAL SUMMARY.

If the events of the past month have been fewer in number than usual, their rarity has been more than counterbalanced by the intense interest which one of them has treated throughout all classes of the community. Steam—steam—has been the incessant theme since we last met our readers—the engrossing subject of conversation—the source of endless newspaper writing—the topic of much Town Hall discussion. It took its rise in the *India Gazette* whose Editor marvelled that the spirit-stirring proceedings at Bombay had exercised no influence over the denizens of Calcutta. The *Courier* followed the *Gazette*, and then the rest of the press joined in the agitation and produced a meeting of some thirty or forty individuals, with the *Lancet* shop at their head. At this meeting an outline of the question, which it was thought the Calcutta community ought to take in the question of promoting Steam Communication with England via the Red Sea, was sketched, and a proposition addressed to the Sheriff calling upon him to summon a general meeting at the Town Hall on the 14th June. The Sheriff complied. A large meeting assembled on the appointed day and after a great deal of discussion, conducted with a degree of order and good temper unknown at Calcutta public meetings, it was resolved by a small majority, influenced by the eloquence of Sir Edward Ryan and Mr. Dickens, to *petition* the Home Government to take into its own hands the establishment of a line of Steam Packets! In a subsequent page will be found a particular report of all that was said and done at the meeting. The effect of this unexpected triumph was perfectly electrical. within 24 hours, the defeated minority, who in point of fact, as it appeared, represented the opinions of the large body of the community out of doors—rallied their powers, and supported by the countenance of the Governor General, the Lord Bishop and others, circulated a proposal to raise a subscription for the general purposes of Steam Navigation, and to enter upon active measures at once. The reception given to the proposition sufficiently testified what was the real feeling of the community. Fifteen thousand rupees were subscribed in 20 hours, and at this moment the sum contributed does not amount to less than *forty* thousand rupees! A few days after the public sentiment had been fairly ascertained, and a respectable fund raised, another meeting was held at the TOWN HALL (the Bishop in the chair) in order to nominate a Committee who should regulate its application,—or, at least, determine for the benefit of the subscribers what would be the best course for their ultimate adoption. The report of this second meeting will also be found in another page. Since it was put in type however, some inaccuracies have been discovered



in the general resolutions, and a new series have been drawn up, attested by the signature of the right reverend chairman, which we consider it as well to re-publish in this place.

### STEAM COMMUNICATION.

**PROCEEDINGS of a Public Meeting of the Subscribers to the "New Bengal Steam Fund" for the promotion of a Steam Communication with England, held at the Town Hall on the Twenty-second Day of June, One Thousand Eight hundred and Thirty-three.**

**THE RIGHT REVEREND THE LORD BISHOP OF CALCUTTA IN THE CHAIR.**

The Right Reverend Chairman having opened the business of the Meeting by a short address, the following Resolutions were put and carried:

*First*.—Resolved unanimously. That this Meeting will support with unabated zeal the measures adopted at the General Meeting of the Inhabitants of Calcutta held on the 14th inst., for the purpose of petitioning the public authorities connected with the Government of India for the establishment of a steam communication with England, and will adopt all other measures calculated to obtain that end.

*Second*.—Resolved unanimously. That a Subscription be raised in furtherance of the above purpose, and that the following gentleman be appointed a Committee to be denominated "the Committee of the New Bengal Steam Fund."

Mr. D. McFarlan,  
Captain Forbes,  
Dwarkanauth Tagore,  
Mr. W. H. Macnaghten,  
Muthoornauth Mullick,  
Mr. James Muncey,  
Mr. C. B. Greenlaw,  
Mr. B. Harding,

M. J. Willis,  
Mr. C. J. Middleton,  
Mr. J. L. M. Turton,  
Mr. James Kyd,  
Captain Steel,  
Mr. Cockrill,  
and  
Mr. R. S. Thomson

*Third*.—Resolved unanimously. That the Union Bank be the Treasurers, and that whenever the amount of the subscriptions on hand shall be Rupees 1000 on the 1st of July of that sum shall be invested in Company's Paper so that no sum exceeding 500 Rs. be ever allowed to remain permanently in the Treasurers' hands.

*Fourth*.—Resolved unanimously. That the Committee be instructed to realize the amounts already subscribed as speedily as possible, and to use their utmost endeavours to procure additional subscriptions, and that no sum or sums paid into this Fund be considered as part of the Bombay joint stock or of any other joint stock Fund.

*Fifth*.—Resolved unanimously. That the Committee immediately apply themselves to the consideration of the means by which the communication now interrupted by the laying up of the *Hugh Lindsay*, may be first most efficaciously, and secondly, most speedily re-opened; that they be authorized for that purpose to seek the aid of the supreme government and endeavor to obtain the aid of the East Indian Committees formed at home, and that they report to a general meeting of the subscribers when they shall have come to some definite conclusion.

*Sixth*.—Resolved unanimously. That in furtherance of the foregoing Resolutions the Committee make every enquiry in their power into the feasibility of the plan proposed at Bombay, entering into immediate communication with the Committee at that place as well as with those which may be formed at Madras, Ceylon, or elsewhere in India.

*Seventh*.—Resolved unanimously. That at the general meeting referred to in the fifth Resolution, if it shall appear to the majority of the subscribers and proxies, present in number and amount, that there is a fair and reasonable prospect of the plan proposed by the Committee being successful, it shall be competent for such majority to direct the whole or any portion of the funds subscribed to be paid in aid of that plan, and that the decision of such majority shall be binding on each individual Subscriber.

*Eighth*.—Resolved unanimously. That a period of not less than six weeks shall elapse between the publication of the Committee's Report in the public papers of this Presidency, and the calling of the General Meeting of Subscribers to take it into consideration; and that subscribers resident beyond the precincts of the Town of Calcutta be entitled to vote by proxy or by letter, should they so desire it, otherwise the sense of the majority of five votes and written votes to decide the matter.

*Ninth*.—Resolved unanimously. That the Committee be authorized to disburse such small sums as may be found necessary for stationery, copyists, and printing.

*Tenth*.—Resolved unanimously. That the Committee may be added to any public meeting of subscribers, but not by the Committee themselves, and that it shall be imperative on them to call a meeting of subscribers once in every six months or oftener, if they think fit, for the purpose of submitting to them a report of their proceedings and a statement of their accounts.

On the motion of W. H. Macnaghten, Esq. the thanks of the meeting were then voted to the Right Reverend the Chairman, who thereupon returned his acknowledgments to the meeting.

DANIEL CALCUTTA, *Chairman*.

*Tran Hall, Calcutta, June 22, 1833*

Thus far then "into the bowels of the project have we marched on." It now only remains for us to express our gratitude to Government, and the Lord Bishop for the valuable countenance they gave to the enterprise, and our admiration of the disinterested conduct of Sir Edward Ryan—who, though he doubted the success of a scheme undertaken by the community, aided by Government, and argued against the attempt, was too sincerely anxious for its success to withhold his own munificent contribution. We shall keep a vigilant watch over the proceedings of the Committee, and we hope from time to time to have the satisfaction of reporting large augmentations to the subscription list, and considerable progress in the perfection of some satisfactory plan intended for early operation. The sum total now subscribed at Bombay, Calcutta, Delhi and Agra, collectively, amounts to about seventy thousand rupees;—add to this the amount of the old Steam Fund, which sooner or later will fall into the common stock, and we have nearly a *lac* of rupees already, without the subscriptions of the Supreme Government, the Presidency of Madras, the settlement of Ceylon, or any of the stations in the interior, Delhi and Agra excepted!

We have said that STEAM NAVIGATION has been the all engrossing subject of public discussion for the past month. We should, however, have

noticed a partial exception to this fact. A considerable body of highly respectable individuals, including a large portion of the clergy, with the Lord Bishop at their head, have devoted a portion of their consideration to the interests of childhood, and have taken the first steps towards the establishment of INFANT SCHOOLS in India. We have not room in this place to dwell on the inestimable advantages of these beautiful institutions—neither would it be in conformity with the plan of a *Monthly Magazine* which is merely appropriated to the register of occurrences. We can only therefore refer the reader to the recorded speeches of the Bishop and Sir Edward Blynn, and to the public newspapers, for a development of the objects of an institution which, it has emphatically been said, is pregnant with results not inferior to the introduction of the Steam Engine and the freedom of the Press.

No further particulars of any great interest have transpired connected with the awful gale of which we gave an account in our last. The heat succeeding the storm was of the most oppressive kind, the thermometer standing in a cool room with a Northern aspect at 92 to 94 during the day. The Government was most prompt and liberal in the extension of relief to the sufferers at Bangor and Hidgelee, and the dead bodies were rapidly collected and disposed of. Until then, they imparted, a noxious and most injurious effect to the atmosphere. The *Duke of York* and *Lord Amherst* have been completely abandoned, though the cargo is almost entirely saved. The storm seems on the whole to have been but partial, for excepting from *Bhangulpore* and *Midnapore* no accounts have been received of its destructive effects in the interior. The following extract from a private letter, is all we can gather from the latter station,—

‘The late storm has completed the destruction of all my houses, and I am now obliged to live in a temporary shed erected for myself until I am able to build. The storm commenced here on the evening of the 20th, and continued all night; the next day, at about 2 o’clock I was obliged to abandon my house as it commenced to rage with uncommon fury, much greater than the last October gale, and forced me to seek shelter in a native’s house. The storm lasted till 4 in the morning.’

The small pox has again been raging in Calcutta, and has even attacked persons who had been previously vaccinated. This calamity is attributed to the decline of the vaccine lymph, and the practice of inoculation by the Tickellars. We believe it has become a subject of investigation by the chief medical authorities and that Government will take it into consideration.

## GENERAL SUMMARY.

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Though Steam Navigation has not formed so fertile a subject of discussion during the past month as it did when we last addressed our readers, measures have nevertheless been in active progress to give effect to the resolutions passed at the General Meeting. The committee, whose appointment was reported in our July number, have been busily engaged in the discussion of various plans, and have at last resolved to adopt the principle of the Bombay plan (except in what relates to a Joint Stock Company) namely, to effect the whole communication between Bombay and Suez by means of Steam, if adequate funds can be obtained; and they have appointed a Sub-Committee, consisting of Captain Forbes, Mr. Greenlaw, Mr. Kyd, and Captain Johnston, who has been requested to associate himself with the gentlemen above named, to draw up a plan for a suitable vessel. This plan, says the *Calcutta Courier*, (whence we derive our information) "and the modified scheme which shall be agreed upon, will be submitted to Government, from whom important assistance in some shape is expected when a good feasible scheme shall be presented. The approved prospectus, and the answer of Government, will then be communicated to committees at the other presidencies, and the same time the sailing scheme will be forwarded to the Bombay committee, not as a plan recommended to their acceptance, but merely as a suggestion offered by individuals here for their consideration." In the mean time, subscriptions are rapidly advancing. Fifty three thousand rupees have been contributed, according to the returns of the committee, but much more is collected in the interior and merely withheld until some definite plan for giving effect to the public resolutions has been announced. The Bombay subscription approaches fifty thousand rupees—at Madras a meeting was held and ten thousand rupees were subscribed upon the spot. Further sums have been collected, but they have not yet been publicly made known; and the subscription raised at Madras three years since in furtherance of Mr. Waghorn's views (£700) is to be made over to the present fund. We may therefore say, with confidence, that, at the present moment, taking into consideration the balance of the old Steam fund, we have not less than one lack and a half of rupees available for the purposes contemplated. To what extent the Government purposes going in aid of the mighty project we are not clearly informed, but the impression appears to be general that the machinery of the *Hugh Lindsay*—still in good order—will be made over to the public, and that will be equivalent to at least fifty thousand rupees. At Ceylon, a public meeting has been called by the aide-de-camp to the Governor, to consider of the best means of co-operating with the rest of India in

the furtherance of the Steam scheme, and long before we next meet the readers of this Magazine, a fund, as handsome as can be expected from so small a community, will doubtless be raised.

The next public event which we have to notice is the general recognition of the necessity for a Registry Office for servants.

It has long been a source of much domestic discomfort at Calcutta, that families and individuals are never thoroughly assured of the respectability and integrity of their servants, and in most instances experience much difficulty in obtaining such as suit their particular views. The practice in vogue of hiring men on the strength of certain written certificates—which in many instances are spurious, or, if genuine, too frequently the offspring of a careless generosity, and often not the property of the individual presenting them—has been found to furnish an insufficient guarantee for the probity or intelligence of the individual concerned. In short, the whole frame of our domestic economy, in respect to servants, has been found to require amendment, but all efforts on the part of private individuals to establish a Registry Office having failed for want of funds, adequate support, or confidence in the Superintendant or Director, it has been determined to try the effect of a public combination. A meeting was accordingly held at the Town Hall on 20th July, to take measures for establishing the office, when the following Resolutions were carried

Resolved,—That, in the opinion of this Meeting, the institution of an Office for the Registry of Servants is, at present, greatly wanted in Calcutta; and that neither by the Police authorities, nor by private speculation, can the same be so effectually established as by the assistance of the inhabitants in general.

2d. Proposed by Captain Steel, and seconded by Mr. Rogers,—That a Fund being necessary for the support of the institution in its infancy—Resolved, that Donors of 16 Sicca Rupees and upwards be entitled to its benefit for one year without charge, and that Donors of 5 Sicca Rupees and upwards be entitled to vote, in all matters connected with the management of the institution, for a similar period.

3d. Proposed by Mr. Abbott, and seconded by Mr. Robison,—That the following gentlemen be elected a Provisional Committee, to commence carrying into effect the details of the Plan.

Sir John Peter Grant,  
Mr. McFarlan,  
Captain Steel,  
Dr. Bramley,  
Mr. Stocqueler,

Mr. S. Smith,  
Mr. R. S. Thomson,  
Mr. Rogers  
and  
Baboo Dwarkanauth Tagore.

4th. Proposed by Mr. Smith, and seconded by Captain Steel,—That for the present the Committee be authorized to hire an office, and such establishment as may be necessary.

5th. Proposed by Dwarkanauth Tagore, and seconded by Mr. Thomson,—That it be an instruction to the Provisional Committee to collect the Donations and Subscriptions already promised to Mr. McFarlan, and to deposit whatever portion of the same may not be required for current expences in the Union Bank, and to solicit the subscriptions of the public generally, in aid of the Institution, should such aid appear indispensable.

6th. Proposed by Mr. Stocqueler, and seconded by Mr. Adam,—That the Committee be instructed to proceed forthwith in the execution of the Plan experimentally, and to report to a General Meeting of Subscribers as soon as to them may seem expedient, as to the detailed arrangements it would, in their judgment, be advisable to adopt for placing the institution on a permanent basis.

7th. Proposed by Mr. Robison and seconded by Mr. Henderson,—That a Subscription Paper be laid upon the table for signature.

Proposed by Dwarkanath Tagore, and seconded by Mr. Adam,—That the thanks of the Meeting be given to the Chairman.

Since the meeting the Committee has been engaged in receiving applications for the office of Register or Superintendant, and it is a melancholy fact, peculiarly illustrative of the present state of society in Calcutta, that not less than sixty candidates had presented themselves, up to Thursday 25th July, amongst whom were many men of first rate talents and intelligence. The appointment has been conferred on Mr. Ince.

We mentioned in a former number that it had been determined at a meeting of some of the admirers of the late Sir Walter Scott to get up a subscription for the purpose of testifying, in some suitable manner, the sense entertained by the community of the loss it had sustained in his death. Some opposition was offered to this proposal by the *Hurkaru* and *Literary Gazette* founded partly on the distressed state of society, arising from the mercantile failures and other causes, and partly from an assurance that the subscriptions in Great Britain would amply suffice to do all necessary honor to Scott's memory. There is no doubt that this opposition checked in some degree the general disposition to subscribe, but it did not completely destroy the spirit which animated the community. A subscription was set on foot and though confined for the most part to ten rupees each individual, amounted on the 20th July to 4,100 rupees. A meeting of the subscribers being held on that day, it was resolved that the money should be remitted to the Edinburgh committee to be added either to the fund raising for the erection of a monument in Edinburgh, or to that intended for the redemption of Abbotsford.

The general Quarter Sessions commenced on the 27th ultimo, and presented the first instance in Bengal of natives serving on the Grand Jury. Mr. Justice Ryan briefly alluded to the recent change which entitles natives to take a part in the administration of justice in this country and rejoiced exceedingly that the former restrictions were abolished. The learned judge then commented on the various parts of the Grand Juror's oath requiring explanation, and concluded by pointing out the law as applicable to the various cases in the calendar with his usual perspicuity.

We are happy to state, that the apprehensions entertained for the safety of the passengers on board the *Ganges* have been dispelled. The vessel arrived at Port Louis, on the 6th of May, and the passengers have since arrived at Madras and Calcutta. The following is an extract from the Log Book :—

*Nautical Day, Tuesday, 16th April, 1833* — Course N. N. E.  $\frac{1}{2}$  E. First part a strong breeze and hazy weather. Middle increasing breeze and cloudy, latterly strong gale and a high sea getting up at 10.30. A. M., split the fore top sail. Wednesday, April 17th. Strong gale and cloudy with rain; at 2 increasing, handed the main topsail and hove to under fore trysail, at 4, P. M. carried away the lee (larboard) mizen channels, swifted the rigging in, sent down fore and mizen top gallant yards and

housed the masts; at 5, hazy and rain, the barometer falling, and every thing else indicating an approaching hurricane. The people employed preparing ship for the expected storm; at 10, the hurricane blew with the utmost violence (the barometer then at 24.15.) At 11.20, a tremendous sea broke on board, sweeping every thing off the deck fore and aft, carrying away the two awning cabins with all their contents, including the Ship's Register, and other valuable papers and property which were in the Captain's (starboard) cabin, breaking through the front of the poop too; the sea unshipped and destroyed every thing in the cuddy, and from thence making its way with violence into the round house, or after cabins, washed down the bulk heads, and destroyed the property in the cabins. On the other hand, the sea at the same time nearly totally dismantled the ship, leaving the bowsprit, and fore and mizen masts, the only spars standing; it also capsized the channels fore and aft, stove in the bulwarks, washed away the covering boards and carried away the deck gear of the pumps, five guns with their carriages, the long boat, spars attached to it, all the live stock, &c. The sea also struck the poop, carrying away the two quarter boats, also the two quarter galleries, the iron rail from the front of the poop, the sky lights, binnacles, &c. breaking at the same time the tiller, and two of the pinfiles, and loosened the beams of the rudder. It also stove in the main hatches, and while the ship continued unmanageable from the want of the tiller and a temporary covering was preparing for the hatchway, large bodies of water were carried into the between decks. From these circumstances, and from the water the ship made in her upper works, from straining, and from the wreck of the masts beating against the sides, the quantity now between decks was alarming. An ordinary seaman, John Ellis, was killed by the force of it in the main hatchway, the store of provisions and also every thing in the Captain's Steward's pantry were entirely washed away, and every thing in the sail room more or less damaged. Nearly all the pinfiles in the cabins of the steerage were likewise beat down by the force of the water; under all these circumstances, it is greatly to be apprehended that the ship has received very serious injury in her upper works, and that a very great part of the cargo will be found to be damaged. It also washed the lower stock of the sheet anchor into the starboard for rigging and the flues in board. People employed clearing the wreck fitting new pump gear, pumping ship without intermission and clearing water from between decks. Ship rolling very heavy and shipping large quantities of water. Cut up several bolts of new canvas and rope for covering the main hatchway, the covering boards and other useful purposes. Noon, hurricane abating, barometer rising (28.80.) No observation of the sun. April 8th, light airs and calm throughout, with fine weather, ship rolling very heavy and shipping much water; noon, ship making less water, people employed clearing the wreck and lower decks, pumping ship, also securing the rudder and tiller. The last 24 hours under *no sail*, stopping up the covering boards and battening new canvas over the parts to prevent the water going into the hold. At noon found the bowsprit sprung in three places. At 6 p. m. committed the body of the deceased to the deep. Five of the crew injured in the hurricane, unfit to do duty. April 19th, people pumping ship every four hours. At day light made such sail as possible and steered to the northward, having resolved to bear up for the Mauritius. April 20th, at 10 p. m. passed the wreck of our main mast, &c. April 23rd, at day light saw a strange sail standing to the N. Eastward, hoisted one ensign *union down*, but suppose she did not see us, being herself topsails down.

The *Ganges* arrived at Port Louis on the 6th May, where she was soon after abandoned.

Lord Wm. Bentinck, has passed part of the last month cruising about the head of the Bay of Bengal on board of the H. C. Ship *Inglis*, on account of the state of health. His Lordship, we believe, derived much benefit from the trip, and returned to Calcutta on the 29th July.

## GENERAL SUMMARY.

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The greater part of the past month was so awfully barren of incident, that we had meditated the omission of a General Summary in which nothing was to be summed up, when a most accommodating earthquake suddenly admitted the people of Calcutta to its influences and furnished us with a supply of anecdote and material for speculation. The first indication of the earth's dis-temperature was manifested at about twenty-four minutes to twelve, on the night of the 26th August. Sober people shook in their beds,—the brandy paunce of the intemperate, and the mid-night oil of the industrious—*parva componere magnis*—were tossed and troubled like the 'vexed ocean;'—houses undulated, and people wondered why?—The crows cawed forth their high displeasure—the Hindoos sounded the horn of the '*hurry bol!*'—and the stately hargeelah forsook his wonted resting place, and sailed through the firmament awaiting a convulsion that promised fresh food for his maw.—Pit-tar's time keepers simultaneously ceased to denote the progress of the enemy, as if "time and the hour" had run "through the roughest day." The moon appeared totally unconcerned upon the occasion, looking "quite modest all the while" and the clouds sailed through the air as if they were *above* all terrestrial considerations. At about five minutes before twelve, another, a still severer shock, was felt. Those who had risen from their beds staggered and stared; window panes clattered,—doors involuntarily slammed—the dogs howled at Cynthia and

" ———— the obscure bird  
Clamoured the live long night;—some say the earth  
Was feverous and did shake"—

The morning of the 27th August brought calm and confidence. Every gossip went to his neighbour to compare notes, and strange and fearful were some of the tales which the *quakers* had to tell. The watchmakers hurrying to give their pendulums renewed motion, discovered that the vibration had been North and South, for every time piece which had swung out the hours in an Easterly and Westerly direction had positively declined to move, while the others continued their vocation as "regular as clock work."

This is the second earthquake felt at Calcutta within the year. Two earthquakes—an awful gale—sundry shipwrecks—disease and death! What can it mean?

—When these prodigies  
Do so conjointly meet, let not men say,  
*These are their reasons—they are natural,*  
For, I believe, they are portentous things  
Unto the climate that they point upon."

STREAM COMMUNICATION.—Two lacs of rupees or thereabouts have been amassed in different parts of India towards the establishment of the grand



project of steaming between England and India via the Red Sea. Numberless have been the plans which the ambition of some, the public spirit of others, and the folly and ignorance of more, have thrust before the community; and sadly discordant in fact, though mighty harmonious in word, have been the committees entrusted with the digest and perfection of some final scheme. Captain Wilson and Mr. Waghorn have been clashing and *clam-javering* at the other side of India,—Captain Johnstone and Captain Forbes have been reflecting and advising upon this;—Captain Chisney, Captain Head, and Captain Mignan, have been filling the papers and the reviews with *their* speculations, while the *Hurkaru*, like a tip-top crucible, has subjected the whole of them to the ordeal of its scrutiny, and will probably find the ore when time and patience help it to get to the bottom. God speed our brother!—In the mean time, the Governor General has not been an indifferent observer of the public ferment; but on the contrary has shewn how deep an interest he personally takes in the success of the grand project, and to what lengths he is disposed to urge the local and home Governments to go in assisting its perfection. On the last interview which the Steam Committee had with His Lordship, he intimated that it was his intention to recommend his colleagues to join him in urging the Court of Directors and the Bombay Government to run the *Hugh Lindsay* one more voyage at the expense of Government, then to lend her to the public to be run at the expense of the Steam Fund; and finally, if a company should be formed which would agree to keep up the communication four times in the year, to give the contractors a bonus of £20,000 per annum, and all the profits accruing from passengers and postage!—May His Lordship have the ‘language of persuasion,’ and those he addresses ‘the ears of profiting!’

**INDIGO PROSPECTS.**—In addition to the particulars furnished at the close of this number, under the head of ‘INDIGO MARK,’ we have been induced to extract the following from the columns of the *John Bull*. Accounts from other parts of the country seem equally deplorable:—

*Extract of a letter dated Dubung Serai, Tirhoot, 17th August.*—Since the 5th instant we have had torrents, or I may safely say, oceans of rain. Almost all the Northern and Western factories under water, and the Chota Gunduck running through the town and bazar of Mozufferpore. Such an inundation was never known, at least in my time, nearly 30 years. The Gungajee is at present very quiet, otherwise the whole of this part of the district would be under water. The rain came down in torrents the whole of last night and this morning.

*Extract of a letter from Champanan, Tirhoot, dated 18th Aug.*—On the night of the 5th, the rain came down in torrents, and never ceased for five days, inundating the whole country, sweeping away bridges and roads, and causing the Bogwutty and Gunduck to overflow their banks. I suffer severely from the excess of rain. I never, since I have been in Tirhoot, remember so much rain falling in so short a time; for since the 5th, we have only had two dry days.—I fancy the rain has been general through the district.

*Extract from a letter dated Otter, Tirhoot, 19th August.*—We are all under water here from heavy rains and the overflow of the rains. So high an inundation is scarcely remembered by any one. The country is a perfect sea, the roads and bridges broken up and overflowed, and I have a foot of rain water in all my vats.”

## CIVIL ANNUITY FUND.

A meeting of the members of the Bengal Civil Service Annuity Fund took place on the 26th ultimo, at the Town Hall, to take into consideration the proposed changes in rules 3, 8, and 11, recommended to the managers in the following letter by the gentlemen whose names are at the foot of the propositions.

*Extract from Letter to the Managers.*

It appearing to us that the unprecedented stagnation of promotion in our service arising from the loss by numerous Mercantile Failures and other unforeseen causes, of the hard earned accumulations of many of our Senior Members calls for some measure of relief, moreover that one of the main objects of our subscribing to the Fund, has been only partially attained by the very limited number of Civilians who have retired since the institution of the Fund, leaving 36 Annuities unaccepted up to the present year 1833, in consequence, the following Regulations are therefore proposed to be substituted for Regulations 3, 8 and 11, for the period of 4 years; viz. for 1834-5-6-7.

*In lieu of Regulation III.*

The Annuities for 1834-5-6-7, are fixed at Rs. 15,000 each, payable in England at 2 the Rupee being £1,500 Sterling.

*In lieu of Regulation VIII.*

The number of Annuities offered for 1834-5-6-7, shall not be more than with the 36 now unappropriated may complete 12 per annum, the 36 of £1,000 being reduced to 24 of £1,500 each.

*In lieu of Regulation XI.*

Any Subscriber who may accept the tender of an Annuity, shall be required to entitle him to such Annuity to pay to the institution previous to the date at which the Annuity is to commence, if now residing in India the difference between one-third, and if now in Europe, or on his passage out one-half of the actual value of the Annuity on his life and the accumulated value of his previous contribution, in case the latter quantities shall be less than the former; the value shall be determined as below provided. No Subscriber shall be entitled to the increased Annuity, who shall not have resided 2 years in the service after his return to India. Should all the 48 Annuities provided for in Regulation VIII. not have been accepted by 1837, the remainder shall be claimable according to precedence of choice after that period, on payment of one-half the value as above provided for.

(Signed) R. Hunter.  
 " J. C. Brown.  
 " Wm. Wilkinson.  
 " Edwd. Repton.  
 " B. J. Colvin.

(Signed) D. Pringle.  
 " W. Taylor.  
 " C. J. H. Graham.  
 " R. Vansittart.

*Nine Subscribers to the Annuity Fund.*

T. J. C. PLOWDEN, Esq. *in the chair.*

The Chairman briefly stated the object of the meeting and read the letter of the requisitionists of which the above is an extract.

A question arose whether the propositions should be put to the meeting seriatim or together. Mr. Henry Shakespear was of opinion that they ought to be put in a separate and distinct form, and moved a resolution to that effect, which was seconded by Mr. Dick. Mr. Mangles, on the contrary, thought it would be more regular to put the whole of the resolutions together. After much discussion in which Mr. Saunders, Mr. Parker and several other gentlemen took part, it was ultimately determined to put the resolutions seriatim, and as they were signed by nine members of the fund no seconder was required. The first resolution was then read from the chair.

Mr. BUSBY opposed the resolution. He did not concur in the requisitionists' mode of distributing the Fund accumulations, which limited the bonus to a short period. He thought the general object would be attained with more justice to all by the following plan, which he moved as an amendment:—

That the Honorable the Court of Directors be memorialized by the service to allow three fourths of the surplus which has already accrued, and the same proportion of the surplus which shall accrue from short retirements, to be appropriated to the formation of a fund for the purpose of granting a bonus to those Members of the service who may retire according to the existing rule of the Institution within one year of the period at which they become entitled to that benefit, and that the following rule, or any other that the service may think preferable, be recommended to the Court for giving effect to the requisition.

#### FIRST.

That the bonus shall be a free grant of £250 yearly in addition to the amount established by the regulations of the Institution.

#### SECOND.

That the bonus shall be granted to the Annuitant of the years 1832-33-34-35 and 36 without reference to the period of their service and retirement.

#### THIRD.

That the Annuitants of 1837 and thenceforward shall not be entitled to the bonus except on condition of their retiring within one year of the time of their completing their full period of service.

NOTE.—The remaining fourth to be reserved for extra retirements when the Bonus Fund shall be exhausted and the end for which it is proposed shall be accomplished.

Mr. MANGLES seconded this amendment.

Mr. H. M. PARKER wished to be informed of the real history of the surplus, and what amount was available to the proposed alterations.

Mr. HUNTER then addressed the meeting, observing that the object of the meeting was to obtain the sense of the service on what may be the most equitable appropriation of the immense accumulation of funds to an extent never contemplated by the Court of Directors, or themselves, but which, however anxious they might be to prevent such accumulation, they had been unable to benefit by; first, owing to the service not having been prepared to avail itself of the annuities immediately on its establishment; and secondly, owing to the severe mercantile disasters swallowing up their subsequent accumulations. Look at the seniors. Are they not generally at this moment left with little or nothing of their previous savings? Can promotion be expected by the retirement of such members? Instead of the 75 annuities being accepted (for in his previous calculation of 72 he since found he was within the mark) the 75 which now and in the next 4 years would be available, he ventured to assert, that there would not be ten if the present scale of £1000 was adhered to. What was the consequence? Promotion was entirely at a stand for at least that period. Some of the meeting might be ready to say that vacancies will not give promotion; he said let the stream of absorption run, for at present it is dammed up, and the vacancies which a few months could create, will speedily bring promotion into life again. The next objection was likely to be, that as vacancies occur so will reduced salaries be applied. This would probably be the case whether promotion be speedy or slow, but it by no means followed therefrom that the present Junior Assistant is to perform successively the duties of Senior Assistant, Joint Magistrate, Collector, Commissioner, and Judge of the Sudder on his present 400 Rs. Every vacancy of a higher appointment will doubtless bring to the successor an increase to the allowances of his previous situation, and thus a Sudder Judge retiring, will and must promote a Commissioner,

a Session Judge, a Collector, a Deputy, a senior and a junior Assistant; now the common average one retirement would create 4 or 5 promotions. It may be considered by some that the annuitants who remain in the country after 1837, after the 48 increased annuities have all been taken; have not their fair share of the advantages now proposed to be distributed. Is the Session Judge who immediately gets a Commissionership, and in a few years afterwards a seat in the Sudur, receiving thereby from 10,000 to 15,000, or even 20,000 Rs. per annum more than before, not equally benefited as the annuitant who has received 5,000 Rs. per annum additional? Is even the Junior Assistant who will immediately receive instead of 4,800, 8,400 Rs. and in a year or two 12,000 Rs. not a greater gainer? Also, he asserted, that the measures now proposed cannot fail to accelerate promotion by at least 10 years; and he repeated that the advantage to those who remain was greater than to those who became annuitants. The next objection he had heard advanced was, that this is running away with the funds on which the future stability of the establishment in some measure depended. He have taken some trouble to look into the state of the funds; and had shown in the original requisition for the meeting that, owing to unappropriated annuities a principal sum of nearly 17 lakhs, (he believed the Secretary could here correct him by saying upwards of 18 lakhs,) had been left in the fund up to the end of the present year 1833, owing to annuities not having been taken. He looked at the Quinquennial Estimate, assuming that 9 annuities had been taken annually, and average fines paid upon each, and here he found a surplus of nearly 50,000 Rs. Finally, the actual accounts, of appropriated and unappropriated funds, up to the end of April 1833, the latest date to which the accounts are balanced, and there he found instead of an estimated balance of about 13,60,000. How much? Why, 33,30,000 Rs.

MR. DORTY admitted that a small surplus would have appeared in the case supposed, namely, if all the Annuities had been taken as they fell due; but he objected to the right of appropriating any part of the surplus now apparent by way of bonus, for he thought that the Funds were not more than adequate to the purposes of the Institution. He had made some calculations, which had convinced him, that the present accumulations were not even sufficient to meet all the prospective applications that might be expected for pensions at the rate now fixed. He took his own case: he was now 237 from the top of the list, and his time of service would expire in 1846. Allowing a mortality of 5 per annum, which is more than is warranted by past experience, there would be 65 deaths and 172 survivors; whereas the number of Annuities available, including those now in obedience, will only be 163. He, therefore, clearly saw that he must be prejudiced by any plan which reduced the number of the Annuities in any way, and conceived that neither of the schemes which were now produced would be palatable to the senior members of the service.

MR. MANGLES differed widely from Mr. Dorin in his view of the interests of the seniors. There were two distinct objects in view, viz. the value of the Annuity itself and the promotion created by accelerating retirements. The latter he thought at least equal to the other in importance, and especially so to the juniors. Mr. Dorin individually might not feel much interest in the proposed alterations as he could not expect much further promotion, but they were of great importance to the juniors who expected their promotion would be accelerated by the adoption.

MR. PATTLE begged to observe that the seniors were anxious to retire and give the most ample means for the promotion of the juniors, but he thought

an additional 250 £ per annum would not induce many to accept the retirement at an earlier period than with the resolutions as they stood at present. He thought it would be better not to recommend any fixed sum to the Court of Directors; as the principal object of the alterations was the promotion of the juniors, he thought, no definite sum being fixed, the Court would feel disposed to add something, and consequently they were more likely to attain the object they had in view by not recommending a fixed amount of bonus.

Several gentlemen took Mr. Pattle's view of the subject and desired him to draw up a specific resolution.

MR. DAMPIER strongly advocated the holding out additional inducements to the seniors, not so much for the interest of the middle men,—to whom indeed he considered their retirement a matter almost of indifference in the present state of things, since many of the appointments now filled by the former, would be cut down when vacated,—but he was satisfied that the juniors would benefit largely by the promotion, and in a much greater degree than they could be prejudiced by appropriating the Fund surplus.

Some doubt being expressed, whether the Court would feel disposed to encourage this appropriation.

MR. HUNTER said he would shew, from their own letter, that the Court had given their support to the Fund for the express object of assisting promotion, and to secure the services of efficient men, and it would therefore be inconsistent in them to refuse the present application. He then read several passages from the Court's letter of the 8th December, 1824, from the printed rules of the Civil Service Annuity Fund,—which described it “as providing for unexpected loss of fortune, and as occasioning the return of the Company's servants to Europe by “a quicker movement” than would otherwise take place, and thus securing to the Company the services of Europeans, in the most active period of their lives, and making way for the advance of younger servants.” It was therefore distinctly the Court's object to assist promotion, not to create a tontine—(this was expressly declared in another passage which he read).

Mr. Bushby's amendment was then put and negatived.

MR. PATTLE then moved the following resolution which was carried unanimously.

That the Honorable the Court of Directors be petitioned to take into their consideration that the principal object for which the fund was established, viz., the retirement of the senior and the promotion of the juniors has not been obtained; and whether, in consequence, it be not highly expedient to apply the fund accumulated from the non-acceptance of the annuities, to afford such an increase of the amount as the Honorable Court might consider would induce the retirement of the seniors in future.

MR. MANGLES expressed his readiness to vote for this amendment as to its principle, without adopting the precise words in which it was drawn up. He thought it would be advisable to appoint a Committee of say three Members to draft a letter to the Court, and sent it in circulation for the approval of the Service.

The following resolution was then put and carried.

That a Committee of five members of the present meeting be appointed to draw up a circular letter to the absent members of the service to induce them to sign a memorial drawn up on the principle of Mr. Pattle's amendment.

The following gentlemen, at the motion of Mr. Bushby, were appointed Members of the Committee,—Mr. Pattle, Mr. Mangles and Mr. Colvin.

The meeting broke up after the usual vote of thanks to the Chairman.

## GENERAL SUMMARY.

We shall despatch our General Summary for this month very *summarily* partly because many of our sporting readers say "leave it out—it increases postage and is of no use"—and partly because every thing since the 1st of September has been "weary, stale, flat and unprofitable."

The only subjects which have agitated the community of late have been THE EARTHQUAKE—THE FEVER—STEAM NAVIGATION,—ICE,—and SIR EDWARD BARNES. The papers have teemed with accounts of the first, which appears to have had its origin in Nepal, and of course to have been more severely felt there than elsewhere. We made light of the *tremblements* at the Presidency because it merely shook our liquids, rocked our cots, and made us *queer*;—a little to the Northward, it was said to have cracked walls, unroofed old out houses, and shattered window frames,—but higher up still it was yet more injurious, and at Katmandoo revelled in all its glory. "*There*"—as a correspondent writes us—"it was the most sublime and awful sight that can be fancied;—mountains heaving as if they were *actually in labor*"—or, as a military friend expresses it—"the earth was in a state of *downright mutiny*." The extent of damage wrought by the Earthquake in Nepal has not been very accurately ascertained, but according to the last accounts it seems that about 1000 houses have been destroyed and 500 lives lost! The Nepal Residency has suffered much—while the "gorgeous palaces—the solemn temples" and the lofty pillars, have *fallen* from their *high estate*, and now exhibit huge and shapeless piles of brick and mortar. *Sic transit &c.*

With regard to the fever, we have not much to say. It is not a pleasant theme. It has been very general at the presidency and attributed to a variety of causes; but the mortality springing from its prevalence has happily been uncommonly slight. Within the last few days there have been several copious showers of rain, so that there is reason to hope, we shall have to report on our next appearance the entire departure of the cruel visitant.

THE ICE!—Let the residents of Simla, the inhabitants of Himalaya, or the refugees at Bungalow no longer boast of their invigorating climes. Let them tax their skill to the uttermost,—let them make the largest use of nature's bounty,—they cannot hope to luxuriate as we have done (with the thermometer at 98°) in *genuine American ice*. We suppose every one of our readers have access to one or more of the public journals of Calcutta, and from them have learnt that a cargo of unsophisticated and unadulterated frozen water from Lakes Erie and Ohio has been selling in Calcutta for four annas per seer. At this present writing about eight tons of the precious condiment have been consumed. We learn however that at this rate of sale the importer will by no means obtain sufficient remuneration to encourage him to come again. An attempt is therefore

making to get up an ice company, or to persuade the people *en masse* to pledge themselves to consume a certain quantity annually, upon doing which Mr. Rogers, the owner of the cargo, will ensure the community a constant supply all the year round—to the infinite consternation of abgars and the loss of salt petre diggers. We hope and believe that the project will be warmly supported.

Steam!—The subscription has now reached two lacs and twenty five thousand rupees, notwithstanding that Rickards, Mackintosh and Co. have failed, to the entire annihilation of the old Steam Fund on which we so confidently relied. Mr. Waghorn has been at Calcutta throwing all the light he could upon the mighty question of Red Sea Navigation, and the Steam Committee recommended Government to send him home viâ Egypt with despatches on the subject. They also proposed that he should be charged with a request to the Admiral in the Mediterranean to send the steamer, which waits on him as a tender, to Alexandria, to receive homeward bound passengers. The Government however have not consented. Lord Wm. Bentinck's proposition to council, alluded to in our last, has been acceded to, and the *Hugh Lindsay* (God and Lord Clare willing) is to start in March next for Suez.

Sir Edward Barnes has been allowed to resign the command of the army, and is to be succeeded by Lord William Bentinck, who unites the offices of Governor General and Commander-in-Chief for the future. The *Hyacinth*, man of war, they say, is coming out to fetch Sir Edward Barnes—or, as some report, to take him to the Cape which colony he is henceforth to govern.



## Bengal General Register.

### AFFAIRS OF MESSRS. ALEXANDER AND CO.

A Meeting of the Creditors of Messrs. Alexander and Co. took place on the 2d January, for the purpose of hearing the Report of the Provisional Committee and adopting such measures thereon as they might think advisable.

At a little after eleven o'clock Mr. Wynch, accompanied by the other members of the Committee and the Provisional Trustees, presented himself and was immediately called to the Chair. He commenced by stating that the Committee had endeavoured diligently to discharge the duties imposed upon them as nearly as possible within the letter of their instructions, but they had found it impracticable at an earlier period to present a review of the affairs and prospects of the concern. That which they had prepared was but an abstract, for one giving an accurate statement of the various claims and obligations of the House would require a much longer period, Mr. Wynch then read the following Report.—

#### REPORT.

The Committee appointed on the 17th ultimo, to report on the affairs of Messrs. Alexander and Co., have deemed it of paramount importance to reappear before the Creditors at large at as early a date as possible, consistently with what they conceived to be the due discharge of the duties imposed upon them by the Meeting on that date.

2 The Committee have been all along most anxious to furnish the Report required of them, in strict conformity with the letter of the instructions laid down in the 2d Resolution passed by the Meeting on the 17th ultimo—but notwithstanding their utmost efforts, aided by the co-operation of the partners of the late Firm and the establishment, they have not been able, consistently with re-assembling the Creditors at an early date, to frame an analytical statement calculated to exhibit in one tabular shape the state of affairs of the late Firm, according to the classification which was contemplated in the Resolution already cited.

3 The Committee need not remark that, with the most assiduous exertions towards the accomplishment of the objects in view, to adjust each balance on the books of an extensive concern as to allow to, or to claim from, each account the just amount, and to exhibit the result of the whole, subdivided under the numerous heads of which such a concern is susceptible, would require the patient attention of a much longer period of time than would have accorded with the anxiety of the Creditors to receive such information in regard to the affairs of the late Firm (grounded on the best enquiries they have been able to make) as should in their opinion be sufficient to enable the Creditors to come to some determination on ulterior proceedings. The Committee proceed, in the first place, to report that the Cash and Notes in hand on the day of the failure of Messrs. Alexander and Co. amounted to the sum of

Rupees 2960, besides Dollars and Sovereigns amounting to Rupees 2229.

That the Bills and Acceptances falling due, and which have come to hand since the 11th December, 1832, deducting a portion of them belonging to Creditors being added to the above, raise the amount available to Rupees 12921.2.6.

That for the most part the tangible assets belonging to the Firm, existing on the books of the concern, such as Houses, Indigo Factories, Government and other Promissory Notes, have been pledged and anticipated, the Firm having in its difficulties, borrowed money on the security of the same to carry on its Business, and that from the enquiries made and information received by them from the partners of the late Firm, of the unencumbered assets of the Firm, the proportion, of which the immediate realization could be relied on, is too small to justify any hope of early distribution to the Creditors.

Under the directions of the Committee, and with a view to as much subdivision and classification, as the short time they have been employed, admitted of, a variety of Statements have been prepared for the examination and satisfaction of the Creditors at large. The Schedules (marked A and B) have been prepared, exhibiting the particulars in regard to assets pledged, or otherwise anticipated, and other claims stated to have priorities.

The claims on the Firm, which appear specially assured, are those of Government, The Trustees for the Firms of Ferguson and Co., Mackintosh and Co., Crutenden and Co., the Union Bank, The Trustees of Blythe's Estate and the Laudable Society. Other priorities in favor of particular claims exist, the particulars of which are stated in the Schedules referred to.

Statements have likewise been prepared, including the debts due by *persona* in the Civil, Military and Medical services, and by other Individuals, which can only be gradually liquidated, and cannot therefore be set down as positively certain of realization within any given time.

The Committee observe, that every claim due to or by the late Firm, will be found comprised in a rough Balance Sheet, which at their desire has been prepared with the view of furnishing a tolerably accurate Statement of the probable out-turn of the Estate. For the purpose of facilitating the revision of this Balance Sheet, and aiding the judgment of the Creditors in forming a valuation of each asset, a comment on the principal heads of Account has been prepared by the unimpeaching attention and labour of one of the partners of the late Firm, Mr. Sutherland.

From an inspection of the Balance Sheet in question, to the complete accuracy of which the Committee do not pledge themselves, but they believe it



to be sufficiently correct for present purposes) it appears, that the late Firm owes a Total of 344 Lakhs—while the apparent Assets and Claims on the books belonging to the Firm, and due from others amount to 491 Lakhs—subsequent revision may detect some errors and the final balancing of the books (for the books of the Firm, do not appear to have been balanced up to 30th April 1832,) will doubtless subject the numerical results, exhibited on the Balance Sheet in question to some variations. The Committee have examined the Balance Sheet generally, together with a numerical statement of each account which may be considered bad or doubtful, and on examination they are not disposed to think that the amount of good Debts has been overrated.

A separate tabular statement has been prepared by another of the Partners exhibiting the state, capabilities and valuation of the Indigo Factories accompanied by an explanatory memorandum, which will be laid before the Meeting.

The Committee observe, that a most important consideration is, what is the present value of the assets of the late Firm. The assessed appreciation of the whole is doubtless a difficult task, requiring time and skill to accomplish. In the mean time from the enquiries, which they have been able to make they would say that about 60 per cent. is not too large a deduction to be made. This would give 196 Lakhs of assets to meet 344 Lakhs of claims.

The Creditors will naturally expect the opinion of the Committee founded on such enquiries as they have been able to make as to the best course to be pursued with the view of bringing the affairs of the late Firm to the most advantageous close. They have no hesitation in pronouncing their opinion, that those who urge an immediate and peremptory close of the whole concern, and reckless pursuit of Debtors, are advocating what is next to impossible and would prove most injurious to Creditors.

The Property of the late Firm may, they observe, be classified under

Indigo Factories,  
Houses in Calcutta and elsewhere,  
Blake's Sugar Concern,  
The Colliery, and  
Debts due by Individuals;

on each of which they would beg leave to offer a few observations. And first with respect to the Indigo Factories, the value of which it is obvious varies with the price of Indigo, and this consequently cannot be a favourable time for disposing of them.

*Indigo Factories*.—Against which there are heavy balances arising from the extended operations when prices were high. The Factories and the real property generally of the firm have been, the Committee are informed, mortgaged for a sum considerably under what the property is worth, even during the depressed state of things for the last three years. If that property were now brought into the market, it would not bring two annas in the rupee of its real value even if it could be disposed of at all.

Whatever may be the result of the enquiry with regard to the Company's Charter, in regard to other matters, it may be predicted that free permission will be given to Europeans to settle, and to hold land in India, and it cannot be doubted but that individuals of enterprise and possessing capital will come out which must have a material influence on the value of real property.

The same observations would apply in a great measure, to *Landed Property and Houses situated in Calcutta*, which if brought into the market, would, it is feared, prove unsaleable, or if sold, would be so at a great sacrifice of property.

*With regard to the Colliery*, from the information afforded by the Partners, the Committee have reason to believe, it is the best and safest property the house is possessed of. They understand, that from the 1st July, 1831, to the end of February, 1832, they sold and delivered 360 thousand mounds of coal. That the concern is now yielding a yearly profit of about 79,000 rupees and upwards, and that there is every prospect of the demand greatly increasing. It is impossible to estimate with precision, the future value of this property, but if the Creditors should come to the determination to allow the concern to be carried on, the Colliery would appear to merit early consideration.

*Blake's Sugar Concern*.—The value of this it is also difficult to estimate with accuracy. Much, the Committee observe, will depend on the admission of the Sugar refined from *Jaggree*; if that is considered as common East India Sugar, and not refined, the concern the Committee are informed, may be pronounced a good one, even at present prices, and high duties.

*Debts due by individuals in the Company's Service and others*.—The gradual realization of the debts due by individuals in the Services, and by others, (including compromise, &c.) is a matter which the Committee would recommend to be left to the judgment and discretion of such managing Trustees or Assignees, as may hereafter be appointed.

The Committee have considered it within their province to offer these observations to the Creditors, with reference more particularly to the third measure contemplated in the Circular issued by the late firm on the 12th ultimo, the adoption of which they considered would be most advantageous to the Creditors, namely, to allow them to carry on their extensive Commission Agency and valuable Concerns in Indigo, Coals, Sugar, Saltpetre, &c. for the benefit of the Creditors, but of course, under a suspension of other payments, for a limited number of years, and then, subject to a dividend and reconsideration of future proceedings.

It may be objected that to carry on the concern in the manner proposed, provided the means were assured as profitable, involves a protracted settlement, but the managing Trustees or Assignees need not be prohibited from selling with leave of mortgagees as often as a fit opportunity should offer—it is obvious that a concern in efficient operation is likely to command a fair price while one is closed will scarcely meet an offer. The object is of course to sell when most advantageous to Creditors and not when most profitable to Buyers.

There remains another most important consideration—should the concern be wound up by Assignees appointed with or without the intervention of the Insolvent Court? In notwithstanding the opinions pronounced against throwing the Estate into the Insolvent Court, it will be for the Meeting at large to weigh well whether it may not be absolutely necessary to have the protection of the Insolvent Court for the purpose of insuring the property being divided fairly and equally amongst the Creditors.

*Statements of Apparent Cash Balance, 11th December, 1832.*

In Bank of Bengal Notes, examined and found Correct by Trustees,	Sa. Rs.	1,025	0	0
In Union Bank Notes, ditto, .....		627	0	0
In Money, .....	8,453	3	8	
But stated actually to be in Sa. Rs. ....	880	4	0	
Halfes and Quarters, this the Trustees have not examined or taken				
charge of, .....	303	8	0	
Copper, ditto, .....	134	9	0	1 318 5 0
This the Banyan states is to be deducted for Advances				
made by him on unadjusted Accounts, ..	7,134	14	8	2,960 5 0
For Dollars purchased, not examined, stated at Rs. ....	1,326	15	0	
For Sovereigns and Half Sovereigns, &c. ditto, ..	962	12	0	
				2,229 11 0

*Bills on England purchased and in hand.*

Set Navy Office Bills .....	£27	5	10½	276	0	0
Ditto ditto, .....	14	2	0	141	0	0
Ditto ditto, .....	27	12	0	276	0	0
Ditto Bengal Government Bills, .....	46	3	8	498	2	6
Ditto ditto, .....	130	0	0	1,300	0	0
Ditto ditto, .....	46	6	8	488	15	9
Ditto Mary Edgell on Hoare and Co., ..	30	0	0	300	0	0
Ditto Hamilton and Co. ....	20	0	0	213	5	4
Ditto Laet Murray McKenzie, Artillery,	40	0	0	400	0	0
Ditto Wm Barton, F. A. and Co. ....	20	0	0	200	0	0
	£400	10	2½		4,093	7 7
					9,282	7 7

Cash received since 11th December 1832, by the Trustees in the hands						
of the Banyan, .....	Sa. Rs.	20,984	10	3		
Deduct disbursed by him, .....		2,126	13	0		
					24,857	13 3
In the Bank of Bengal deposited by Trustees, ..					7,451	3 6
Cash in the hands of the Trustees, .....	Sicca Rupees				32,309	0 9
Making a Total of Cash and the above available assets of .....	Rupees				41,591	8 4
Out of which will be to be paid for the Establishment for last Month						
about, .....					10,200	0 0
Will leave Cash, .....	Sicca Rupees				31,391	8 4
But from which must now be deducted Cash received for Bills be-						
longing to Creditors which may be eventually returned to them, ....					18,470	5 10
Leaving only Cash and assets in hand available, .....	Sicca Rupees				12,921	2 6

*Statement of Bills Receivable and Acceptances falling due since 11th December 1832.*

From 11th to 31st December in hand before 11th December 1832, ....	Sicca Rupers	1,18,912	12	11
Deducted previously discounted, ..		2,000	0	0
Ditto, ditto .....		50,000	0	0
				66,912 12 11
Falling due in January 1833 ditto, .....		1,86,262	16	7
Deduct Samuel Smith's Bill, ..		50,000	0	0
				1,36,262 16 7
Falling due in February 1833 ditto. ..		24,225	9	9
Discounted, ..		22,878	9	9
				1,347 0 0
Falling due in March 1833 ditto, .....				9,021 13 0
Ditto ditto April ditto .....				100 0 0
Bills come to hand since 11th December 1832, .....				94,613 0 0
In the above are included Bills remitted and belonging to Creditors about 2-3ds are				
of the House to be eventually returned to them, .....				thus absorbed.
Also Bills drawn on Alexander and Co.				

*Remarks to be appended to "Statement of Indigo Factories, &c."*

In the list of Indigo Factories are included all those of which the agency has ordinarily been in our hands, whether involving advances or otherwise.

The whole of them, with the exception of Nos. 1: 3: 7: 11: 12: 13: 14: 15: 16: 18: 20: 21: 22: 23: 24: 25: 26: 27: 30: 31: 35: 36: 37: 45: 46 are pledged to Government or other Houses for advances obtained from time to time to carry on the business.

The first transaction of this nature took place on the occasion of Palmer and Co.'s failure in 1830—it was with Government. The untoward course of commercial events—a general scarcity of money—and an unceasing withdrawal of funds—have not only prevented our redeeming such pledges but compelled us to extend the hypothecation—and ultimately led to our stoppage.

Of the excepted (or unpledged property) we have no lien on the property, or claim on the proprietors beyond what will be liquidated by the Indigo now come or coming into the market, on the following Nos. 1: 3: 11: 13: 16: 18: 20: 24: 25: 27: 37: 45: and

Out of the remainder the following numbers have been closed, abandoned, or disposed of, since the working of last season Nos 14: 21: 22: 30: 31: 35: 36: 16—there remains those of the unpledged list Nos. 7—which is mortgaged to another party but still a shareholder is in our debt on another account. No 12—is mortgaged to us—No. 19 similarly situated besides our owing a third share—No 23—is mortgaged to another party, but the proprietor is in our debt—No. 26 is owned by parties considerably in debt to us, recoverable or not?

The total value of the property on which we have claims or proprietary interest calculated with reference to the present value of Indigo, only, is shown in the statement to be Sa. Rs 28,58,000—but it is worth more even now. And as these Factories were bought only a few years ago, at a greatly enhanced price, either for ourselves and others, or for others only, they represent in our books a debt of not less than 56,000 Rupees—more than double their affixed valuation.

The column of outlay cannot be reduced lower without bringing it to a scale which will not remunerate—rents and establishment necessarily press heavier on a reduced than on an enlarged scale of operations.

**SUGAR CONCERNS.**—Our share of the Block alone is estimated at 1,30,000 being its actual cost—there are balances besides and material for working on the premises.

**COAL MINES.**—Pledged—but undervalued.

#### WAYS AND MEANS.

Assets towards meeting 13 lacs of Rupees required to carry on the concerns of Alexander and Co.

Sursuo Seed,.....Sa. Rs.	10,000
Blake's Sugar and Rum,....	40,000
Coal,.....	12,000
Firefly,.....	15,000
½ of Red River,.....	20,000
Freight,.....	5,000
If Blake's Sugar concern is carried on, surplus during the year,.....	50,000
Ditto Coal,.....	25,000
Connallyloll Buralal's houses in Burra Bazar,.....	25,000 to 30,000
Costs in Bentley's Estate from Mr Nicholson,.....	9,000
Ayton's Estate,.....	25,000
Freight Policy on the Phoenix,.....	15,000
Insurance Shares Surplus,...	32,000
Bank of Bengal Shares,.....	17,000

S. Smith,.....	10,000
Indigo outlay already paid,...	1,22,000
Mr. Hill's 7-16 of Moian and Hills' Concern applicable to raise funds on and valued at 2,30,000,.....	1,00,000
Houses and Godown Rent if we can gather in,.....	30,000
Amounts recoverable by monthly payments from our debtors compromising,.....	3,00,000
Surplus of Indigo,.....	3,60,000
Cash,.....	2,000

Profits immediate-ly available,.....	1,79,000	12,30,000
Indigo surplus,...	3,60,000	
Outlay made,....	1,22,000	6,71,000
		5,55,000

Mr. Wynch then observed, that such was the report that the Committee had been able to frame, and that if their labors had fallen short of the public expectation, it was not to be attributed to want of zeal on their parts, but to the anxiety they felt to lay before the Creditors, with the least possible delay, a statement of the affairs of the house for their inspection. It would be in the recollection of the meeting that Messrs. Alexander and Co. on the day of their failure, had addressed a circular letter to their constituents, proposing three alternatives, first, that of placing their affairs under the management of the Insolvent Court, secondly, that of appointing trustees; and thirdly, that of allowing the members of the firm to carry on their extensive Commission Agency, and valuable concerns in Indigo, Coals, Sugar, Salt-petre, &c. for the benefit of their creditors, under a suspension of other payments, for a limited number of years, and then subject to a dividend and reconsideration of future proceedings. Notwithstanding the strong opinion expressed against the measure by the Trade Association and at the last meeting, after the reading of the report, the question of the expediency of putting the estate under the management of the Insolvent Court was yet open and to be considered by the creditors. A letter had appeared in the *Harkara* on today containing suggestion well worthy of consideration, and to which he begged earnestly to call attention. [Mr. Wynch here read a letter which appeared in the *Harkara* on the 1st, signed "One of Your selves" to which we refer our readers.]

Mr. Wynch expressed his conviction that it would be more to the advantage of the Creditors if the partners were permitted to carry on the profitable branches of the concern, and in support of his opinion he alluded to the memorandum furnished to the Committee by Mr. Nathaniel Alexander and appended to the Report, detailing assets which might be made immediately available to the extent of eleven lacs for conducting the good concerns of the House, which would be thought to be far better than forcing sales, as appears from the following extracts of a letter written to the Chairman, by Mr. Alexander a few days back, immediately on his arrival in the River, which he read:—

"This very large sum of money paid by the house in diminution of their capital since 1st January 1830 obliged us to raise money, on our real property, from Government and the Banks principally. The sum, however, for which it is pledged is very considerably under what the property is worth, even during the depressed state of the market for the last three years. If that property, however, was now brought into the market, it would not bring two annas in the rupee of its real value:

if it could be disposed of at all. What I would take the liberty of suggesting to the Committee is, when they ascertain the value of our Indigo concerns, and if they can make Indigo at 110 rupees per maund, to enter into a negotiation with the other houses, to reduce their advances for the coming season 50 per cent., and then to clear them out of pledge by certain gradual payments. The Trustees of course holding them for the prepaid mortgages until they are finally redeemed. With regard to the value of the different concerns, I have to remark, that for money making, they are now in the best possible condition, and I fully anticipate that the Indigo of the last season will be made on an average not exceeding Rs. 100 per maund."

Another part of the letter states that since 1828 29 a minute enquiry was made into every concern, and the house, "had gradually got rid of, or shut up all losing ones."

"I believe that the outlay for 1828 29 was about 35,00,000, and our last year's 15,00,000, and without any corresponding proportionate decrease in the returns.

"The price of Indigo Factories, of course, varies with the prices of Indigo, and this most, consequently, be the worst time of disposing of them. If the houses would (I think they will) agree to decrease their advances 50 per cent. for, say, two years, the quantity produced on the decreased outlay would be about 70 to 75,000 maunds each season, which would be from 35 to 40,000 maunds less than the annual consumption; this would consume about 20,000 chests of the present large stock in London.

"I believe it is now well known, that free liberty will be given to Europeans to settle and hold land in India. If this be correct I cannot doubt that numbers of men possessing capital will immediately come out. This must influence the value of property."

"The next thing I beg leave to call your attention to, is one Culchery which I consider the best and safest property the house was possessed of in the year 1824 25. In the preceding year you will find our sales in the year did not exceed three thousand maunds of coal. Last year from 1st July 1831, to end of February 1832, we sold and delivered three hundred and sixty thousand maunds, and were then out, so that we could have sold 400,000 maunds. The concern is now giving a yearly profit of 50 to 70,000 rupees, and there is every prospect of the demand greatly increasing. Wood is becoming annually scarcer and dearer, and when coal is used generally in brick burning. There is no estimating the extent of consumption, but to take into consideration the probable introduction of steam machinery for sugar making, &c."

"I presume also that Government will continue their discharge of loan obligations, which must at last influence landed property. There are the points which strike me as bearing generally on the question of carrying on the concerns of the house, or at once disposing of them. If the other houses will agree to co-operate with the Trustees, it appears to me that the benefit to the estate will be great, by the creditors allowing the concerns to go on, and allowing the Trustees to clear out the property by an arrangement with the mortgagees."

In referring to the three proposals made by the firm in their circular, Mr. Wynch thought it would tend to preserve more order if he reversed them: if the Creditors adopted his view of the matter, the first thing they had to consider would be the propriety of discharging the provisional Committee from their duties, and the appointment of proper

trustees; the next thing would be to take the sense of the persons present whether or not the members of the firm should be allowed to carry on the profitable part of the concern, under the supervision of trustees; and the third and last whether they should or should not have recourse to the Insolvent Court. On the last occasion, the meeting had been against this measure, they might perhaps be ultimately obliged to go there, but at all events the appointment of trustees would not interfere with their doing so if they ever found it necessary.

Mr. McFarlan observed that it had been suggested to him by several persons near whom he was standing that the most advisable course to pursue would be to publish the report that had been read, and to adjourn the meeting for a few days, during which interval creditors would have time to consider and prepare such proposals as might appear best suited to the general welfare, without subjecting themselves to the liability of coming to a hasty and imprudent decision. He concluded by moving the following resolution which was seconded by Mr. Goldsworthy.

"That the Meeting resolve that the Report of the Committee be handed to the Editors of the newspapers, who may kindly promise to print it with the totals of the Schedules referred to in the Report, and that the meeting be adjourned to this day week."

Mr. Lyke said, he must oppose the motion. He should have been most happy to have seconded it but for the consideration that every moment's delay was severely felt by the poorer classes of creditors, by those whose all was at stake, and who were in a state of anxiety and misery. There were creditors enough present to judge, without further delay, of the state of the affairs from the report and other documents submitted to them, and when they considered by what honest and upright men that report had been drawn up, he thought they might without hesitation at once proceed to act upon it. He therefore would endeavour if possible to reject Mr. McFarlan's motion, thinking that the sooner the firm was put upon its legs again the better. Mr. Lyke then moved an amendment.

"That there be no adjournment, but that the meeting come to a determination at once."

Mr. Burkiyoung with the same view as Mr. Lyke, namely, that of avoiding delay, moved as another amendment,

"That the meeting be adjourned till Friday morning."

Dr. Marshman thought that, as the report would be published in the *Advertiser* in the evening, and in all the other papers on the following morning, there would be quite time enough to consider the matter before Friday morning, he therefore had much pleasure in seconding Mr. Burkiyoung's motion.

Mr. Wynch was about to put Mr. Burkiyoung's amendment from the chair, stating at the same time that he thought the delay was too short, when Mr. Burkiyoung withdrew his motion, observing that many gentlemen near him were of the same opinion.

Mr. Lyke's amendment, having been seconded, was then put, but the original motion as proposed by Mr. McFarlan was carried almost unanimously.

Mr. McFarlan remarked that the Creditors would expect the papers to be on the table and to be accessible to them in the mean time. This was agreed to.

Mr. Wynch in next moving that the provisional Committee be discharged observed, that although

the compliment might not very properly come from him, he must bear testimony to the assiduity of its members. they had, in his humble estimation, to the best of their abilities, discharged the duties entrusted to their performance. However they might have fallen short of what might have been expected from them, they had excited themselves to the best of their abilities, and though he said it that should not say it, he thought they were entitled to the thanks of the meeting. [Much applause.]

Mr. Pattie begged to propose as an amendment "that the Committee be not discharged." The

meeting could not in his opinion too much praise their exertions—they had been indefatigable in their labours, and deserved the highest consideration and gratitude from the meeting. [Great applause.] He would therefore propose that they do not let go such useful men, that they entreat them to continue during the adjournment, and that if entreating will not induce them to stay, that no means be left untried to make them.

Mr. Pattie's amendment having been put to the vote from the chair, was carried by acclamation, as was likewise a vote of thanks to the Chairman, which concluded the business of the Meeting.

### APPROXIMATIVE STATEMENT.

ALEXANDER AND CO.				CR.
				SA. RS.
Total amount of Debts due by Alexander and Co. as per their House Books,				3,19,31,000
Ditto ditto as per their Bank ditto,	..	..	..	34,00,000
				3,53,31,000
Less set-off accounts	..	..	..	10,23,000
				3,43,08,000
Due by us in suspense accounts,	..	..	..	1,00,000
				3,44,08,000
Total amount of Assets due to Alexander and Co. as per their House Books,			..	3,80,70,000
Ditto ditto as per their Bank Books,	..	..	..	20,00,000
Bundry profits as per List marked,	..	..	6,95,000	
Interest and Commission of 1831-32 and 1832-33,	..	..	4,00,000	
Premium and Interest on our Government Notes,	..	..	3,62,000	
				14,57,000
				4,15,27,000
Claims secured by the old reserved Fund Account,	..	..	..	19,27,215
				5,04,51,215
Less set-off accounts,	..	..	..	10,23,000
				4,94,31,215
Deduct.				
Reserved Fund,	..	..	89,27,000	
Bad and doubtful Debts,	..	..	2,29,00,000	
				3,11
				1,76,04,215
Add estimated recoveries from 3,18,27,000 at 6½ per cent.	...	...	...	20,00,000
				1,96,04,215
Deduct difference between dividend and full payment of claims recovered by security,	..	..	..	21,00,000
				1,75,04,215

The adjourned meeting of the creditors of the late firm of Alexander and Co. was held on the 9th January according to the resolution of the previous meeting. Mr. Wynch was called to the chair at about half past eleven o'clock, but the business of the meeting did not commence till some time afterwards, when the Chairman stated that he saw little necessity to defer their proceedings any longer, informing the meeting that they had waited thus long in expectation of the arrival of some of the members of the legal profession, whom, he supposed, were prevented from coming so early as had been anticipated, by their duties in the Supreme Court. Mr. Wynch then read the following address to the meeting:—

"Gentlemen,—The Committee who, in pursuance of the desire expressed at the last Meeting, have continued in the exercise of their functions, have directed me to report for your information, that

since the last meeting a circumstance has occurred, by which the field for deliberation has been considerably narrowed: an individual Creditor having endeavoured, while the other Creditors have been engaged in deliberation, to get the start of the rest, by attaching the persons of the partners in hopes of a sequestration of their property.

That there is therefore no longer any option in regard to seeking the protection of the Insolvent Court: the measure must now be resorted to, to protect the property, and that without delay.

That the partners might have taken this step before, but that they considered themselves bound in no way to anticipate or adopt any proceeding that might thwart the views of the Creditors.

That the usual Petition has been now drawn out, to be executed and delivered in to-morrow, and although under the step which it has become neces-

nary to take, the Creditors, far less the Committee, do not presume to dictate to the Court the particular measures to be adopted in respect to the management of the affairs of the estate thus brought under their control, yet it is conceived that not only can there be no objection, but that it will be advantageous for all parties, that the partners in seeking the protection of the Court, should be able, at the same time generally, to indicate the wishes of the Creditors both as to the course they desire to be adopted for the advantageous settlement of their affairs, as well as in regard to the particular individuals through whose management they would wish that settlement made.

That the powers vested in the Court by the 50th Section of the Insolvent Act for deferring the sale of property, placing it under temporary management and directing such other arrangements as may appear reasonable and beneficial, are large and ample; and that as there is every reason to suppose that the Court will be desirous to sanction such measures as may be most advantageous for the interests of the Creditors at large, consistently with a conscientious discharge of their duty, it is therefore highly expedient that their wishes should be distinctly expressed, as to the line they are desirous of pursuing under existing circumstances, and the individuals to be intrusted with the future management of the affairs.

That taking this view of the case, and being desirous of saving the time of the Meeting as much as possible, the Committee have framed certain Resolutions, for the sanction of the Creditors, which with their permission, will be submitted *seriatim*.

That it will be in the recollection of those present at the last Meeting, that in their Report the Committee expressed it as their opinion, founded on the best enquiries they had been able to make, that those who urged an immediate and peremptory close of the whole Concern, and the reckless pursuit of debtors advocated what was next to impossible and would prove most injurious to Creditors.

That the first Resolution, which is accordingly submitted, has reference to the opinion so expressed and which they have not seen any reason to alter, and is as follows:

Mr. Wynch then read the first resolution that had been prepared by the Committee. It was as follows, and was seconded by Mr. Burkinyoung: "That with the view of bringing the affairs of Messrs. Alexander and Co. to the most advantageous close possible, it appears expedient to allow such of the concerns of the late firm to be carried on as may be determined to be profitable and beneficial for the interests of the creditors."

Mr. Homphray wished to know which of the concerns were profitable and which were not, that the meeting might know what concerns it would be advisable to carry on. He asked as a reason for asking this question, that reports had gone abroad that many persons who held mortgages on some of those concerns had sent persons to take possession of them in virtue of their mortgages.

The Chairman observed, that it would be the most advisable plan to leave such matters to the discretion of the trustees proposed to be appointed, and that he was not in fact prepared to answer the question, as in the statements prepared the concerns were merely described generally; besides, the Insolvent Court, to which they were now forced to resort, would protect them from anything of the nature anticipated by him.

Mr. Homphray said that he did not oppose the motion proposed, but that he merely took the opportunity of asking a question, on which the motion was put and carried unanimously.

Mr. Wynch then read the second motion, which was as follows: "That, for the purpose of carrying the resolution now passed into effect it appears expedient that there shall be two paid or working Trustees, who together with three or four honorary Trustees shall be, with the consent of the Insolvent Court eventual assignees, the said Trustees to co-operate with such of the Members of the late firm as may be willing for inadequate remuneration to afford their assistance towards the accomplishment of the object in view and the decision of the majority to be conclusive in all matters touching the interests of the creditors."

This motion having been seconded, Mr. Longueville Clarke said, that he supported it on behalf of those persons he represented, but that it would be only provisional, because it was in the power of the Insolvent Court, should it see fit, to render it nugatory. He felt certain however, that if the creditors expressed a wish, and if there were no glaring impropriety in that wish, that the Court would pay due deference, and that it would have weight with it. With regard to what concerns ought or ought not to be carried on, they ought to select men to act as Trustees on whom they could depend, and, having done so, they ought to place confidence in them, and leave that point to their discretion, and not go into too much detail, which could never be done with advantage at a public meeting.

The motion was then put from the chair and carried.

Mr. Wynch said, that the next thing they had to do, was to recommend the appointment of proper persons to act as Trustees; this was a point on which the Creditors at large were of course the best judges, and the Committee had therefore refrained from making any suggestion on the subject.

Mr. Dick begged to say a few words before the Meeting proceeded any further on this head. The impropriety had been suggested at a former meeting of appointing any gentlemen of the law to the office of Trustees, and he now wished to bring that suggestion to their remembrance, and to recommend its adoption, for he thought it better that the Trustees or Assignees should pay for legal advice, than that legal advisers should become Trustees or Assignees. Mr. Dick proceeded to advocate the exclusion of lawyers at some length, but his observations were so personal, that we think it the most advisable course to omit them.

Mr. Clarke spoke very warmly in favor of the gentlemen, who had been so foully and slanderously traduced by Mr. Dick, and avowed the name of that person.

Mr. Dick said, that he mentioned no names, when Mr. Clarke observed, that that was a greater proof of his prudence than of his courage.

Mr. Wynch then stated that a list had just been put into his hand, containing the names of five persons, who were proposed as Trustees, at the head of which he observed his own name. With respect to him, if he stated that the nature of his avocations was such as to incapacitate him from undertaking the office, and with respect to another of the persons proposed, Raula Madub Bommerjee, he had heard on the preceding day that he was averse to the nomination. He must therefore commence by striking out those two names, after which the following three would remain for their consideration, Messrs. Hurry, Burkinyoung, and George Alexander. He thought it would be best in the first instance to decide who were to be the paid or working Trustees and stated that he had ascertained that Messrs. Hurry and Thompson would not object to the nomination, if appointed. He therefore begged to

propose them. Besides those persons two others were proposed, Messrs Burkinyoung and Albott, by Mr. Rogers and Captain Steele. As the appointment of more than two paid Trustees had not been contemplated, much discussion arose about the relative fitness and willingness of each, which concluded in the election of the two persons last proposed, namely Messrs. Burkinyoung and Albott.

The Chairman then proposed that the two paid trustees having been decided on, they should proceed to the election of the honorary ones. After much discussion and desultory conversation, the following three were nominated, namely, Messrs. George Alexander, W. C. Hurry and Rada Madub Bonnerjee, the latter having expressed his willingness to act.

It was then proposed, seconded and carried—"That Mr. Nathaniel Alexander be named as Secretary to the aforesaid Trustees with an adequate remuneration and that all deposits be placed in the Union or Bengal Bank as may appear most advisable to the Trustees."

Colonel Becher then proposed—"That it is recommended that the members of the late firm, with the sanction of the Assignees or Trustees, be allowed to retain the utmost portion of their personal property, consistent with the rules of the Insolvent Court." This motion, having been seconded by Captain Steele, was put from the chair, and carried.

Mr. Scallon then moved, as an addition to the former motion, "and that the same shall extend to the whole of the personal property, if the Court can by law permit it," which being seconded by Mr. Burkinyoung, was put and carried.

It was then proposed that, with the view of enabling the members of the late Firm to carry the resolution into effect, if he resolved that the provisional Trustees be requested to resign their interest in the property of the late members of the Firm—carried unanimously.

Mr. Tinton, after passing a high eulogium on the merits of the Committee collectively, and on Mr. Wynch individually, for the zeal with which they had conducted the duties entrusted to their charge, moved, "That the thanks of this meeting be given to the Chairman, and the provisional Committee, for the zeal and exertions they have manifested on behalf of the Creditors." This motion, having been seconded, was put and carried unanimously.

Mr. Wynch, in returning thanks for himself and the other members of the Committee, spoke in high terms of the members of the late firm, through whose indefatigable exertions and assistance the Committee had been enabled to lay before the Creditors, in the clearest and most intelligible mode, a statement of the affairs of the house. He further assured the meeting that it had been the most anxious desire of the members, that nothing should appear before the public but the truth, the whole truth, and nothing but the truth.

The Meeting then broke up and the Creditors present signed the Resolutions for presentation to the Insolvent Court.

A meeting of the creditors of Messrs. Alexander and Co. was held at the house of business of the late firm on the 12th January, for the purpose of selecting proper persons to be recommended to the Insolvent Court to fill the office of Assignees. Mr. Wynch, who was called to the chair, said that it would not be necessary to detain the meeting long, it having assembled merely on a point of form, as the Court could not take cognizance of resolutions which had been passed before the assignment had

taken place. Mr. Wynch then read a petition that had been prepared, praying the Court to appoint as assignees, those persons who had been selected at the former meeting, after which he proposed—"That this meeting approve and confirm the resolutions which were passed on the 9th instant," which resolution was seconded by Mr. Burkinyoung.

Mr. Longville Clarke said that there might be a technical objection to the resolution proposed, and though it was but a technical objection, it would be best to avoid all objections if possible. The Court would not recognize any past resolutions, and it would be the best plan that could be adopted to read the resolutions again, and pass them as resolutions *de novo* of that day.

Mr. Wynch then read the old resolutions, and, in conformity with Mr. Clarke's suggestion, proposed that they be adopted.

Mr. Goldsworthy disapproved of the resolution appointing the trustees, inasmuch as they, as trustees, would have to make over the affairs of the house to themselves, as assignees. Besides this he decidedly objected to some of the persons named, on account of their connection with the late firm, and among this number he particularly objected to Mr. Albott, against whom he had an additional ground of objection—it was this—at the last meeting the question had been put to Mr. Albott, whether, if he were appointed a trustee, he would consent to give up all other business, and devote himself entirely to the performance of the duties of that office; he had understood him to have replied in the affirmative, notwithstanding which, he had since seen Mr. Albott's advertisement in the public papers, apprizing the public of his intention to commence business as a general Agent; and he believed that that advertisement had not yet been withdrawn. He thought that there had been a deal of juggling at the last meeting, and he wished that a similar imputation might be avoided in the present instance, by the appointment of fair and independent men. He thought that the meeting ought to proceed *de novo* to the appointment of trustees, and he would therefore move as an amendment, "That the third resolution be altogether rescinded, and that fresh trustees and assignees be elected."

This amendment, having been seconded by Mr. Boyce, was put to the vote, and lost.

Mr. Henry Smith then moved as a second amendment—"That the name of Mr. Albott as trustee and assignee be left out, and that Mr. T. Thompson be inserted in its stead." He made this amendment because he thought Mr. Albott a very unfit person for an assignee, on account of his long and intimate connection with the house, which might make him likely, if there were any thing that ought to be brought before the creditors, to smooth it over and to keep out of sight what all would wish to know.

This amendment was seconded by Mr. Goldsworthy.

Mr. L. Clarke said that the objection would be a very good one, if Mr. Albott were to be the only trustee, but it must be remembered that he would be associated with four other gentlemen, who must be quite blind to the interests of the creditors, before any thing of the nature contemplated by Mr. Smith could take place. They must be aware that if his intimate acquaintance with the affairs of the house could enable him on the one hand to smooth over things that ought to be known, it would on the other hand enable him to bring many facts to the knowledge of his four colleagues which might not, without his assistance, have the means of attaining.

Mr H. Smith replied that Mr Abbott's influence would by no means be unsupported, Mr. George Alexander being likewise one of the persons nominated as a trustee.

After a few more cursory remarks of no importance the amendment was put to the vote and lost, after which, Mr. Wynne's motion "That all the former resolutions be adopted" was put and carried by a majority.

Mr Goldsworthy next observed, that he believed that they were all aware that the costs in the Supreme Court were very expensive, and he could assure them that those of the Insolvent Court were much more so. He thought it would be the best and the most economical plan to engage an attorney on a fixed salary, say five or six hundred rupees a month, which he thought, with what he would be able to make by party costs, would be a very fair remuneration. He knew that it was not etiquette to adopt this mode of payment with gentlemen of the bar, but he was not aware of any rule of etiquette to prevent its adoption with regard to attorneys. He spoke without reference to himself, for he could not accept the office even were it tendered to him, as he would have, on the part of his clients, to adopt proceedings against the Assignees as soon as they were appointed. He would the rather propose that a fixed monthly salary be given to an attorney, and that he that will do the work for the least sum be appointed.

Mr. Clarke said, that the motion was a very good motion, but that unfortunately an Act of Parliament stood in the way of its adoption, and though the meeting was a very powerful meeting, and no doubt a very wise meeting, yet he did not see how they could manage to govern an Act of Parliament. The Act to which he alluded had authorized the Judges of the Supreme Court to regulate and appoint the payment of fees, and that Court had ordered that no attorney should receive any payment till his fees had been taxed by the officer appointed for that purpose; that if any attorney were to receive a salary before his bill had been regularly taxed, he would interfere on the rules of the Court, and render himself liable to be struck off the rolls thereof.

After a desultory conversation, the discussion was dropped, and the meeting broke up. The petition in the Insolvent Court was signed by a number of persons previous to their quitting the room.

We omitted to notice a statement made by Mr. Wynne, as Chairman of the Meeting held at the office of Messrs. Alexander and Co., on Wednesday last, which showed the amount of

*Government Securities, Bank of Bengal Shares and Union Bank Shares deposited with Messrs. Alexander and Co. on the 11th December, 1832.*

Total amount of Government Securities belonging to individuals in the House, .....	Sa. Rs. 59,75,300
39 Shares in the Bank of Bengal, .....	3,00,000
22 Ditto in the Union Bank, .....	5,000
	Sa. Rs. 64,20,300
Total amount of Government Securities belonging to individuals in the Bank of Hindoostan, .....	2,53,700
	Sa. Rs. 66,74,000

all which sums being trust property had been delivered over to the provisional Trustees and by them

deposited at the Bank of Bengal, on account of those concerned.

In the Insolvent Court on Thursday, January 10, 1833, Sir Edward Ryan, Commissioner, took his seat when Mr A. Wight was sworn, and stated, that the signatures to a Petition then in his hand were those of the persons they purported to be written by. Mr Turton then stated that the Petition was from James Young, George Ballard, J. C. Colebrook Sutherland, Nathaniel Alexander, and (by Attorney) Thomas Bracken, now in England, and set forth, that the Petitioners had for many years carried on business in Calcutta under the style of Alexander and Co. Mr. Turton then proceeded to give the substance of the Petition, the principal parts of which were, that the firm had now become indebted and insolvent, but had effects sufficient to make over an immediate assignment of property to one half the value of the claims against them, so that, under all the circumstances set forth, they apprehended that they were entitled to the jurisdiction of the Court for the Relief of Insolvent Debtors, and petitioned for accordingly. The Petition was signed by James Young, J. C. C. Sutherland as Attorney for Thomas Bracken, now in Europe, George Ballard, J. C. Sutherland, and Nathaniel Alexander; and these signatures were verified on oath by Andrew Wight, an Attorney of the Court.

The Commissioner observed, that though it might not be strictly necessary, yet it had been adopted in the case of Palmer and Co. though not upon the prayer of the petition, but because it required greater precaution in matters of such moment, that a meeting should be called, to whom notice should be given of the application, to enable them to assent to the property being made over to certain Assignees under the authority of the Court, and that such assent should be declared before the Court upon affidavit.

Mr. Turton observed, that the object of such a meeting would be to get a large portion of the Creditors to explain the course they wished to have adopted, and to name those they approved to be their Assignees. A meeting had been called yesterday, (the 9th inst.) at which this had been done, and he believed he would be ready to have this verified on affidavit. It was not likely, that another such meeting could be had, and he would submit to the Court, whether that would not be deemed tantamount in effect to say meeting that could be called in future.

The Commissioner thought the best course to be adopted would be to have another meeting, and remarked, that the Petitioners ought to be present to make the assignment forthwith.

Mr. Turton begged to have time allowed to have the partners brought before the Court, as they had not been prepared for being called upon.

The Commissioner then retired, (but without adjourning the Court,) and after an absence of about a quarter of an hour, returned, when he addressed Mr. Turton, observing that the Petition being on behalf of all the partners, including Mr. Bracken, who was not in Calcutta but in England, and whose application was by Attorney, so that he could not be present to make the Assignment and such application by attorney not being deemed good, the Court refused it as to Mr. Bracken, and the examiner in preparing the assignment would be directed to omit the name of Mr. Bracken altogether.



Another interval elapsed without the business proceeding, when the Commissioner stated, that the Deputy Sheriff had intimated that he had got several writs against the persons of the Members of the late firm, which he intended to carry into execution forthwith, but the Court thought that the Sheriff and Deputy Sheriff had better consult their legal adviser, for the Insolvent Court being a Court of Record, where writs were executed upon the parties directed to attend, the question might arise, as to whether it would not be the duty of him (the Commissioner), to commit any one, be he who he might, on the consideration that obstructing the business would be a contempt of Court.

After an interval of about an hour Mr Ballard and the other members (that were in Calcutta) of the late Firm appeared in Court and signed the assignment, as far as related to themselves, the name of Mr Bickel, as directed, having been omitted.

Mr. Turton said, he found that he was not prepared to put in an affidavit, as to the assent of the meeting, he had spoken of, to the appointment of the Trustees nominated by the Insolvents in their assignment, but submitted, whether there was any necessity for a future meeting.

The Court thought it would be the best course as it could not receive a mere report or rumour, and it would be the best even if there had been an affidavit, as many might not have had notice, or might not have deemed it necessary to attend at the meeting before the application to the Court, at any rate it would be giving the best notice to Creditors, and the Court would be willing at all times to list of the body of Creditors but it was required that what they did wish should appear in affidavit. In the case of Palmer and Co. the Assignees were first nominated, and next morning a notice was published in all the daily papers convening a meeting on the following day, of Creditors to assent to the assignment, and the meeting having taken place, their resolution appeared in writing, and the Court sat and received it at noon on the same day, and the same course would be adopted in the present instance. Now that Assignees had been nominated, it was first necessary that they should petition, stating their willingness to accept the office, and next to that, it was necessary that the consent of a body of Creditors be obtained to their appointment. A notice should be sent to all the morning papers, public, on Saturday, and the resolution of the meeting would appear before the Court on affidavit at noon on that day.

Mr. Turton stated, that he concurred in opinion with the Court, that every precaution should be taken in matters of such great importance, and every thing should be done as directed by the Court.

The order of the Court was that the Petition of J Young, G Ballard, J C. C. Sutherland, and N Alexander, be received and filed, and that there be notice given for a meeting of Creditors. The meeting was fixed for the ensuing Saturday, at noon.

Mr. Turton begged that the time of the Court's sitting should be two o'clock instead of twelve on Saturday, to admit of time for a large an assemblage of Creditors as possible.

The Commissioner observed, that the Court would be sitting at two o'clock, as other business had to be transacted.

No other business was brought before the Court this day.

A petition was presented by Mr. Turton, to the Insolvent Court on Saturday, January 12, 1833, signed by about two hundred and fifty creditors, and by the members of the late firm of Alexander and Co. now in Calcutta, praying for the appointment Messrs Burkyoung, Abbott, George Alexander, W C Hurry, and Rudamndub Bannarjee, as trustees and assignees of the estate. An affidavit was at the same time put in by Mr A. Wight, verifying the signatures, which he had seen attached thereto.

The Advocate General, on behalf of four of the creditors, moved that the appointment of the assignees be deferred, and contended that the time fixed for convening the meeting held this morning had been too short to admit of a full attendance of creditors.

On the Commissioner asking whether any creditor wished to be heard on the subject, Mr. Goldsworthy objected to the appointment of Mr. Abbott, on the ground that he would not devote his whole time to the office, as he had commenced business on his own account. He further said that, it was the wish of several of the creditors, that a more general meeting might be convened.

Sir Edward Ryan thought it very necessary, that the question should be answered, whether those gentlemen, whose names were inserted in the petition, intended to devote themselves exclusively to the duties of assignees, should they be appointed. The question must be answered before he could nominate any one, and if any of those gentlemen were in Court, he requested them to speak their sentiments on the matter.

On the terms required by the Commissioner, that they should engage in no other employment, all the parties declined the appointment except Mr. Burkyoung, who expressed himself willing to devote the whole of his time to the duties required, provided that he was adequately remunerated.

Sir Edward Ryan then adverted to the manner in which the proposed trustees had been classified or divided, namely, into working assignees and honorary assignees. This was a distinction he did not profess to understand, for if two working assignees were enough to do the work, two were enough to all intents and purposes, and he could not perceive what benefit would arise from the appointment of others. Whoever were appointed, whether working or honorary, must be responsible to the Court.

Mr. Turton in explanation said that there were many persons in whom the great body of the creditors could place confidence, some of whom could not devote a very large portion of their time to such matters, and others of whom had but a slender knowledge of mercantile affairs, then again on the other hand, there were persons who had both time and abilities, but in whom, however, their integrity might be appreciated by those with whom they were acquainted, the creditors at large could not place implicit confidence, the combination was therefore intended to provide against such difficulties as might arise from the absence of any of the requisite qualifications.

The Commissioner said that unless it could be certified that the firm possessed assets to the amount of half the debts due by them, the matter could not proceed in that Court, the first thing therefore that the assignees would have to do, when appointed, would be to ascertain that fact. This was no light matter, and as they would have to ascertain in the

first place whether the firm was able to do so or not, he should appoint those persons who had the least apparent connection with the late firm. He would therefore appoint Messrs. Burkiyoung and Harry, for the purpose of certifying to the Court whether effects to the amount of half the debts had been placed in their hands, after which he would consider whether it was advisable or not to associate three others with them.

The order of the Court was that Messrs. Burkiyoung and Harry be appointed assignees for the purpose of ascertaining whether or no the firm was possessed of assets to halt the value of its debts, and that the common assignee assign over to them all the property of the late firm in his possession. Sir Edward Ryan expressed his willingness to sit whenever the assignees certified that their report was ready.

*In the Court for the Relief of Insolvent Debtors at Calcutta*

In the matter of the Petition of James Young, Thomas Blacken, James Charles Colbrooke Sutherland, and Nathaniel Alexander, Insolvents.

At the House of Business of Messrs. Alexander and Co. in Mission Row, in the Town of Calcutta, at Fort William in Bengal, this 12th day of January, 1853.

MEMORANDUM.—This being the day appointed in the Public Advertisement in the *India Gazette*, *Exchange Gazette*, *Calcutta Gazette*, and the *Bengal Harkara* and *John Bull* Newspapers, for a meeting of the Creditors of Messrs. James Young, Thomas Blacken, George Bullard, James Charles Colbrooke Sutherland, and Nathaniel Alexander of Calcutta and Co., Insolvent Debtors, the Members of the late Firm of Messrs. Alexander and Co. for the purpose of considering the propriety of petitioning the said Court, for the appointment of certain persons to act as Assignees of the Estate and Effects of the said Insolvents, We, whose names are hereunder written, Creditors of the said Insolvents, do hereby and desirous that Mr. John Abbott, Mr. Burkiyoung, Rulhamadob Bourger, Mr. W. C. Harry, and Mr. George Alexander should be appointed Assignees of the Estate and Effects of the said Insolvents, and that such application may be necessary in that behalf should be made to the said Court, to appoint the said John Abbott, &c., Assignees of the said Estate and Effects.

(Signed by above 100 Creditors.)

We hereby signify to the said Court our acceptance of the said appointment, in case the said Court shall be pleased to make the same and to execute a counterpart of the Assignment, if the Court shall so please.

(Signed by the Assignees elected.)

On Saturday, February 2d, being the day appointed for making absolute the rule nisi granted on the 23d January, unless cause should be shewn against it, the Commissioner, after the discharge of a prisoner, ordered the case to be called on, though it was the last for hearing on the board, with a view to accommodate those gentle-

men who were interested in the matter. After some pause, during which no one addressed the Court, the Commissioner expressed his surprise that the Assignees did not apply to have the order confirmed, but concluded by deferring the case till its regular turn, observing that he had had it called on at so early a period merely to suit the convenience of the assembled creditors.

After the regular business of the Court had been gone through, the case was again called on, when, no one appearing disposed to address the Court, the Commissioner declared that he would discharge the order, unless an application was made for its confirmation. Just at this eventful moment Mr. Andrew Wight made his appearance in Court, attended by the two assignees, and made an application, that the order granted on the 23d of January last, be made absolute.

The Commissioner then addressed the assembled creditors, asking whether any of them had any thing to say against the application.

Mr. Wynch stated, that it had been decided by very large majorities at the two last meetings of the creditors, that nothing could be more unanimous in the estate, and to the interests of the creditors at large, than to bring matters to a peremptory close, and that it was the general wish that the concerns belonging to the late firm should be carried on till they could be advantageously disposed of.

The Commissioner said that he could not act upon what had been done at public meetings, but that the Court was then sitting for the express purpose of hearing the sentiments of any of the creditors who were disposed to address it,—if any one had any thing to say on the propriety or impropriety of carrying on the proposed concerns, he was most ready and willing to hear him.

Mr. Wight said that a great number of the creditors were then in Court for the very purpose of petitioning that the concerns might be permitted to be carried on.

Mr. Alfred Lingham wished to know on what terms, and for what length of time it was proposed to carry them on.

Sir Edward Ryan said, that the present application, unless cause was shewn against it, was for liberty to defer the sale of factories, and other concerns mentioned in the Schedules A, B, and C, until the 1st day of January next ensuing, in case no price shall be offered in the mean time for any of them, which in the opinion of the Assignees it would be advantageous to the creditors to accept, and that until such factories and shares of factories, and other concerns may be disposed of, the Assignees shall advance, out of the funds in their hands, such sums of money as in their opinion shall be adequate and sufficient for the purpose of carrying on the said factories, not exceeding, in addition to the sum of Rs. 1,28,405, which has been already advanced by the said Insolvents, previous to their Insolvency, the further sum of twelve lakhs or thereabouts.

Mr. Lingham said that there could be no possible objections to the application, as it had just been described, but that he had been led to make the enquiry in consequence of a circular that had been sent round by the partners, by which it would appear that they contemplated carrying on the concerns for a number of years.

Sir Edward Ryan said that no application had been made to the Court to any such effect, and that, even if the rule applied for were made absolute, the

Assignees would be bound by it to sell off the concerns as soon as possible, if they could do so to advantage. The learned Commissioner then expressed his wish to know, with respect to those concerns that were mortgaged, whether the amounts for which they were mortgaged were any thing like equal to their value, as, should that be the case, he thought they had better not be carried on at all, but thrown upon the mortgagees at once.

Mr. Burkinyoung replied that the Assignees had only just then got the valuation of the several factories, which had in fact been the cause of their delay in coming into Court, but he had no hesitation in saying that he was fully satisfied that it would be beneficial to the creditors to carry on the concerns.

Captain Sewell said that he believed that it was the general wish of the creditors that the property should not be sacrificed by a peremptory sale, and expressed his wish that the application might be granted. Mr. Michael Meyers spoke to the same effect, saying that the concerns might to be carried on, and that it would be ruinous to the estate to bring them to a speedy close.

Mr. Burkinyoung said that their object, in wishing to carry on the factories for another year was to save them from destruction.

Mr. Dove opposed carrying on the factories at all, as whatever money was advanced for that purpose would eventually benefit, not the creditors, but the mortgagees. Indigo factories were of no value when stopped, and were only valuable when working.

Mr. Hurry submitted that Mr. Dove was giving very good reason for carrying them on.

Mr. Lycke was of opinion that they ought to be carried on and thought that the only chance of obtaining a dividend.

Mr. Homfray commenced addressing the Court in opposition to the measure, when he was asked if he were a creditor, to which he replied in the affirmative. The impression on the mind of one of the assignees was, that instead of a creditor, he was a debtor to a very large amount, in consequence of which the Commissioner said, that, there being a doubt on the subject, it would be necessary for him (Mr. Homfray) to put in an affidavit to that effect. Mr. Homfray said that he was not prepared with this legal document, and was consequently obliged to defer his speech till another opportunity.

Mr. Dove then wished to know whether the proceeds of the indigo produced were to go to the creditors or to pay off the mortgages.

The Commissioner said, that it was impossible for the Court to be prepared to answer every question that might be put. Assignees had been appointed in accordance with the wishes of the majority of the creditors, and those assignees acted under the authority of the Court, without the sanction of which they could not advance any money out of the funds of the estate, but in other matters they must necessarily be left in a great measure to their own discretion. There was however a clause in the Act of Parliament which sanctioned the redemption of mortgages.

Captain Ellis expressed his wish that the factories might be carried on.

The Commissioner said that when the application had first been made, he had thought it best to make the order only provisional for a time, in order that any creditor, who was so disposed, might oppose it. That time had elapsed and it appeared to him to be the general wish of the creditors, with perhaps one or two exceptions, that the factories should be

carried on and on these grounds he felt disposed to make the order absolute. In making this order, which involved the advance of large sums, he acted in conformity with the discretion that was left to the Court by the Insolvency Act, a discretion which was in some cases necessary in this country, though entirely unknown in England, where the law required the immediate disposal of the effects, and the distribution of the proceeds among the creditors. In this country such discretion was beneficial to the creditors, as sales could not at all times be effected, and the simultaneously throwing a large mass of property into the market must have the effect of deteriorating its value, but it should only be done on the representation of a large majority of the creditors, and when the value of the property mortgaged materially exceeded the amount for which it was so mortgaged. Under these circumstances he made the order absolute, but it was with this understanding that the Assignees were bound to dispose of all the factories, if they could, in the mean time, at a fair price, to wind up the affairs of the concern with all possible despatch, and to refrain from speculating. Before concluding, the honorable Commissioner wished to mention an enquiry that had been made at the last sitting of the Court. A petition had been presented, signed by three persons, who had then no means of ascertaining whether the creditors at all, or no, praying to be informed what salaries were to be paid to the assignees, and to such of the partners as might be employed by them, as well as what was the amount of the expenses of the establishment kept up. He thought the creditors had a right to information on this head, and therefore deared a statement to be laid before the Court for the inspection of any creditor who might wish to see it.

Mr. Burkinyoung said that a fair offer had been made to the Assignees for a half share, the property of the late firm, in one of the factories, and requested to be instructed by the Court how to act.

The Commissioner said that that was a point that must be left entirely to their discretion, it was a part of the order that they were to use their best endeavours to dispose of any or all of the factories.

Mr. Hurry then enquired whether they were at liberty to dispose of the factories by private sale, or whether they were bound to sell them by auction, stating that he had had two offers for two of them.

The Commissioner replied that they were certainly at liberty to sell them by private sale, or in any other manner that might appear to them most advantageous.

Mr. Goldsworthy then made some objections to Mr. William Pinwey, who had been appointed appraiser by the Assignees, both on the grounds of his insolvency and his want of experience.

The Commissioner said that the Assignees had been authorized to appoint appraisers, and that it must be presumed that they had appointed proper persons, unless it was shown to the contrary; besides which the Court could not pay attention to representations of so serious a nature unless made on affidavit.

Mr. Hurry observed that as Mr. Goldsworthy's objections would go before the public, he hoped he might be permitted to say in reply, that Mr. Pinwey was not the sole appraiser, but that he was associated with another person who had been an indigo planter for a period of thirty years. In addition to this, he begged to say, that they had been obliged to appoint appraisers before the sitting of the Court, and that it was no easy matter to get persons to undertake the office in so short a time.

Mr. Linham asked whether it would not be advisable to make the order in such a manner, that, if the factories were not all sold by the end of the year, the Assignees would be obliged to sell them all, for whatever they would fetch.

The Commissioner replied in the negative, observing that if, after the expiration of the year, they applied for a fresh order, he, or any other creditor, might, if they liked, come in and oppose their application.

Just as the Commissioner was about to rise Mr. Dove observed, that if the assignees were allowed to carry on the factories till that time next year, they would then stand precisely in the same predicament that they did now, as, in the month of January, the Indigo season was pretty far advanced, and by that time advances would perhaps have been made that would oblige them to carry them on for another season.

The Commissioner concluded the business of the Court by giving the assignees clearly to understand that they were not authorized to make any other advances than those necessary towards completing the cultivation and manufacture of the present year.

A meeting of creditors of the late firm of Alexander and Co. was held on Thursday morning the 7th February, at the Trade Association Rooms, to take into consideration and settle the salaries to be paid by the concern to the Assignees, the partners whose services are required, and the establishment. On the motion of Mr. Burkiyoung, Mr. Wynch was called to the Chair.

The Chairman having read the advertisement convening the meeting observed that the first thing they would have to settle would be what salary should be given to the Assignees, who had charge of winding up the affairs of the concern. At the last sitting of the Insolvent Court the Commissioner proposed that some mode of remuneration should be suggested, in conformity with which the present meeting had been called, and he, the Chairman, would be glad to hear any proposal that might be made, as to whether it should be by Commission or fixed salaries. As soon as this point was settled, they would proceed to consider what salaries should be allowed to the partners of the late firm.

Captain Vint begged to propose that the remuneration of the Assignees should be two and a half per cent upon all declared dividends, including establishment, but exclusive of all law charges. This motion was seconded by Mr. John Madge.

Mr. Rogers submitted as an amendment that the Assignees should be paid in the same manner as the common assignee of the Insolvent Court. Mr. Goldsworthy remarked that the common assignee of the Court received a Commission of five per cent, and he did not think that the creditors, knowing the fact, would be inclined to go to such an enormous expense.

Mr. Dick thought that, if they were to have paid assignees, it would be the fairest and simplest plan to give them a specific and fixed allowance, which should be exclusive of stationery, printing and law charges. They should have two able men who would devote the whole of their time to the business, and he thought that four thousand rupees a month, for the first year, would be sufficient for the purpose. This amount might afterwards be increased or reduced as circumstances might make appear necessary.

Mr. Wynch here read a memorandum shewing that the former establishment before the failure was carried on at an expense of Rs. 10,181 a month,

and that since it had come into the hands of the assignees they had reduced it to Rs. 666; so that, observed the chairman, the amount of establishment alone would much exceed what was proposed by Mr. Dick to be allowed for that purpose and the remuneration of the Assignees.

Mr. Dick replied that the assignees might pay those under them as much as they pleased and there were many men in Calcutta looking for employment who would be glad to take situations on very reduced salaries. Mr. Rogers, with reference to his proposed amendment, observed that it would be necessary to make the allowance to assignees sufficiently large to cover all incidental expenses, and he therefore did not think a Commission of five per cent. could be considered too great; and it must be recollected that his amendment included all expenses except law charges.

Mr. Henry Smith observed that he did not think that such a resolution as that proposed could be adopted by the Meeting, because they had first to ascertain whether the assignees would consent to receive the amount that would remain after paying all charges. He thought two and a half per cent quite sufficient, if it was independent of any expenses, but they could not expect them to pay all the expenses excepting law charges out of it, and therefore he would recommend the meeting not to pass such a motion. Mr. Rogers' amendment was then put to the vote, but was only supported by a weak minority.

Mr. Smith stated that he had another amendment to submit, and having stated its purport, introduced the following with some preliminary observations: "That the Assignees be allowed two and a half per cent on all declared dividends, exclusive of establishment and law charges." This was seconded by Mr. Thomas Fraser. But, on bringing put to the vote was lost. The original motion was then put, and carried by a large majority.

Mr. Burkiyoung observed that it might be considered undecorous in him to speak, because he was a party so immediately interested in the proceedings, but he could not refrain from stating his opinion that, though he did not expect any very great allowance for his labor, they would not be able to give him more than would remunerate him; and if they offered him two and a half per cent he for his part would at once decline it in toto. Thirty or forty lakhs would have to be collected, to be paid in full to the mortgagees of some of the factories they intended to carry on, and after they had cleared all this, after wading through the more laborious parts of the business, when they came to a dividend, it was proposed to offer them two and a half per cent. for all their labors!

Mr. Wynch remarked that however the present meeting might indicate their wishes, they might not eventually be adopted by the Insolvent Court. The next point to be considered was the specific remuneration to be given to the members of the late firm; the Assignees conceived that Mr. Nathaniel Alexander's services were particularly required for the management of the affairs in the winding up of the concern, and, as he was prepared, and willing to devote the whole of his time to the benefit of the estate, he (the Chairman) trusted that the meeting would come to a decision to afford him an allowance adequate to the value of his services.

Here it was discovered by several individuals that Mr. Vint's proposition included all expenses except law charges, and that no allowance could be given to the partners of the late firm unless it were paid out of the two and a half per cent voted to the assignees.

Much irregular discussion followed, to terminate which Mr. Goldsworthy proposed "that the meeting do adjourn, and that a report of the proceedings be submitted to the Insolvent Court for its decision." This was seconded by Mr. Wynch, and carried unanimously.

Mr. A. Wight wished the meeting not to disperse till those who had supported Captain Vint's motion had attached their signatures thereto, as the Court could not receive it in any other form. Mr. Goldsworthy thought this quite unnecessary, as the assignees, if they were dissatisfied with the allowance that the creditors had proposed, might themselves apply to the Court for such allowance as they thought adequate. In a word the meeting would do well to let them fight out the battle for themselves in the best way they could.

At this time the meeting partially dispersed, and by the time that Mr. Wight had prepared the paper that he intended to lay before the Court, only a very few of those who had voted in favor of Captain Vint's motion remained in the room, and these refused to sign on the ground that they could not shew the number by which the resolution had been carried.

In the Court for the Relief of Insolvent Debtors, on the 9th February, Mr. Dickens, on behalf of the Assignees of the estate of Messrs. Alexander and Co., presented a petition setting forth the necessity of employing three of the partners of the late firm and a certain establishment for the purpose of winding up its affairs—praying the Court to fix the amount of salaries to be allowed for the above purpose—also to order what remuneration the Assignees should receive for their labor and responsibility.

On behalf of the Assignees, Mr. Dickens stated that they had no desire to become speculators or contractors, and wished, whatever remuneration were awarded, that it should be fixed and certain—the amount and mode they left to the Court.

The petition recommended that Mr. Nathaniel Alexander, the partner most conversant with the affairs of the house, and who was willing to devote

his whole time and attention to the winding up of its concerns, should receive 1000 rupees per mensem, and that Messrs. J. Young and G. Ballard, whose aid was not so considerably required should therefore only receive 600 each. Mr. Sutherland, it was stated, was ready at all times required to give his assistance, but declined receiving any remuneration as he had obtained a situation under Government.

The Establishment, it was stated, had formerly been about Rs. 10,000 per mensem, but had been reduced to about Rs. 5,000, and would be further reduced as soon as the Books were brought up and accounts rendered.

The Court having called upon any Creditors present to express their opinion, Mr. Lingham stated that he thought 1,000 Rs. a month too much for Mr. Alexander, that he (Mr. Lingham) was obliged to be content with 200 Rs. per month. Mr. Coull and others present expressed themselves in favor of the proposition of the Assignees.

The Commissioner stated his opinion that it would be most for the benefit of the estate to remunerate the Assignees by a commission to cover all expenses except law charges. Messrs. Mackintosh and Co. had undertaken the management of the estate of the late firm of Palmer and Co. at a commission of 5 per cent and he thought that a much better mode of winding up the affairs of the estate of Messrs. Alexander and Co. than giving fixed salaries to the partners and keeping up a large establishment.

The Assignees reminded the Commissioner, that Messrs. Mackintosh and Co. had undertaken the management of Messrs. Palmer and Co.'s estate 12 or 15 months after the failure, when all the heavy work had been got through, and stated that the proposed commission of five per cent. upon the estimated collection of twelve lacs of rupees during the year 1833, would be insufficient even to pay the establishment, or afford any allowance to the partners.

The Court, nevertheless ordered, that the Assignees of the estate should receive a commission of five per cent as stated above, to cover all expenses except law charges.

#### AFFAIRS OF MESSRS. MACKINTOSH AND CO.

Circular issued by the partners of the late firm of Messrs. Mackintosh and Co. to their Creditors.—

*Calcutta, 5th January 1833*

"It is our painful duty to apprise you, that under the heavy and incessant pressure of unexpected pecuniary calls in consequence of the panic arising from the failure of Messrs. Alexander and Co., and the intimation of further extensive withdrawals of funds to be made at the end of the commercial year, we have been obliged to stop payment, pending a reference to our Creditors.

We shall lose no time in preparing a correct statement of our affairs for the information of our constituents, after which it will remain for them to decide on the measures to be adopted for the realization of the debts and assets, whether under the Insolvent Court—by Trustees—or by ourselves.

In any case, our best exertions, in whatever way they may be judged most likely to be useful to our Creditors, shall be devotedly rendered, and should we be permitted at the same time to conduct separate business of a nature consistent with the unfortu-

nate situation of our affairs, we shall regard the privilege as valuable only in proportion as it may enable us to improve the out turn of our Estate. On this subject we propose addressing you more fully when our accounts are ready for submission."

We remain, your faithful Servants,

(Signed)

G. J. GORDON.

JAMES CALDER.

JOHN STORM.

A report on the proceedings at the Meeting of Messrs. Mackintosh and Co.'s Creditors, held at their office on the 21st January will be found below.

By the statement read at the Meeting and printed in the report it would appear that

The debts of the firm amount to . . . . . 2,70,00,000  
And its estimated recoverable assets to 1,37,00,467  
It is proposed that the creditors should give up one half of their claims and accept the other half as follows

4 annas at the end of four years	
2 " " " " " "	811 " "
2 " " " " " "	eight " "

receiving in the mean time 5 per cent. on their full claims

It is expected that a surplus will remain, after paying the above composition, which is to be divided among the creditors.

A Committee of five persons was appointed to verify the statements submitted to the meeting and prepare a printed report thereupon

Two Trustees were appointed to whom the partners of the firm are to assign their property until permanent measures are adopted

A very general feeling appeared to prevail, that, *if possible*, the estate should be preserved from the Insolvent Court—the same disposition was expressed in a former case, but it was found that the Insolvent Act, and that alone, could protect the well disposed creditors from the attempts of those who hoped to profit by a priority sequestration from which Trustees cannot profit of them.

Many Creditors present appeared startled at the proposition of giving up *half* their claims, and waiting four years before they were entitled to a dividend—others expressed doubts at the practicability of the proposition, and the ability of the estate, to realize the promised dividends—declaring themselves ready to accept eight, six or even four annas *drum*, but refusing to sacrifice half their claims and receive nothing but 5 per cent interest for four years

A meeting of the creditors of Messrs Mackintosh and Co. was held at the house of business of the late firm, on the 21st January, Colonel Galloway, who was called to the chair on the motion of Mr H M Parker, opened the proceedings by stating that he should be very happy to comply with the wishes at the meeting, though he was entirely unaccustomed to business of the kind.

Mr Parker said that he wished to make a motion, before they commenced on the regular business for which they had assembled, which might perhaps appear a little invidious, but which was absolutely necessary to prevent confusion. It was customary, he was well aware, for persons to attend public meetings out of mere curiosity, but though he was far from deprecating the gratification of such curiosity, it must be violent to all that the presence of persons uninterested in the object of the meeting, would cause a very great difficulty if there were any necessity for coming to a division, he therefore hoped, if there were any such persons present, that they would not take offence at his requesting them to withdraw.

A few more observations were made by different parties to the same effect, but no one offered to bridge an inch, by which we are justified in supposing that none but Creditors were present.

The Chairman then proposed to commence by reading a statement which had been drawn up, and approved by a number of the Creditors of the firm, and requested Mr H M. Parker to read it, if there were no objections, so that every one might have an opportunity of expressing an opinion there on. Mr. Parker complied with the Chairman's request, and read the following statement:—

The undersigned Creditors and Friends of the House of Messrs. Mackintosh and Co. having had a Statement placed before them of the affairs of the Firm and having made such enquiries as naturally originated in the course of the verbal explanation by which it was accompanied, conceive that the Meeting will not be averse to learn the impres-

sion produced on their minds by the examination and enquiries adverted to, or to take into consideration such suggestions for the general good of the Creditors as have offered themselves to the undersigned.

We have the strongest impression, consistent with a brief general investigation into the affairs of the house, that its assets may fairly be assumed as amounting under ordinary circumstances to eight annas in the Rupee of its debts.

The calculations submitted by the partners excluded all debts due to the Firm, not clearly realizable, and nearly all that may be considered doubtful; the remainder being estimated only at a very low rate according to their probable out-turn. As far as we were enabled to judge of the Statements placed before us we see no reason to question the accuracy of the estimate, which assumes that under proper management each Creditor of the house may be assured of receiving eight annas in the rupee, and possibly more in the event of a scheme being adopted upon which, and which only, we feel disposed to rely with any confidence for the realization of the amount adverted to.

The scheme we would suggest for consideration, merely offering it as an outline to be modified and filled up, is as follows.

That the Firm should continue to conduct its affairs under the supervision of Inspectors or Trustees to be nominated by the majority of the Creditors and who will annually report to the Creditors the result of the year's operations

That beyond winding up its present concerns within a prescribed period, the business of the Firm should be strictly confined to that of Agency not involving any advance of money beyond that necessary to employ their ships and such other property until sold, as the Inspectors or Trustees may think advantageous

That the Creditors should acquiesce in a reduction of their claims to one half in each case, in other words to receive as a composition eight annas in the rupee releasing the Firm on that amount being paid (with interest in the mean time at the rate of 5 per cent per annum payable half yearly) from all further demands,

That the payment in liquidation of the compromised demand of eight annas in the rupee should be settled as follows. Yearly interest at the rate of 2½ per cent per annum on the full amount of the Creditor's claim as it now stands, or 5 per cent on the composition being paid, as before suggested in the interim

Four annas at the expiration of four years from the 30th April 1833

Two annas at the end of the sixth year, and

Two annas at the end of the eighth year

Calculations have been made from which it appears to us highly probable that 10 per cent at least on the realizable debts of the House may be fairly reckoned upon as an annual collection whether from the interest which is paid at that rate, or from proportions of the debts recovered 5 per cent will be absorbed by interest payable on the reduced debt due from the Firm and the balance will form an accumulating Fund, which, with the other assets, will, we feel confident, yield the full amount of composition suggested, viz. eight annas in the rupee

But this is adopting the narrowest view of the advantages which we think are to be anticipated from the scheme of present composition and ultimate adjustment which we suggest.

We calculate not only on the possibility but on the great probability that a surplus will remain in hand at the end of the eighth year and after the settlement of all the reduced claims. In other words, assuming that the good assets of the firm are equal under ordinary circumstances to the reduced claims, the difference between the interest which may be calculated as due on the former and five per cent payable in the shape of interest to Creditors will stand to the Credit of the Estate.

We originally contemplated suggesting the division of this surplus between the Creditors and the partners of the firm, but the latter positively decline to receive any advantage of the nature which we would have proposed, we would therefore suggest that the entire amount of surplus which may remain to the Credit of the Estate at the expiration of the eighth year be divided amongst the Creditors generally.

We may fairly advert in this place, to the prospect of the Agency and Commission business of the house which has averaged for the last three years four lac and thirty thousand rupees per annum, being likely to increase the contemplated surplus; for what more desirable Agent could be employed by any party than a house clearly solvent in the broadest sense of that term owing to its Creditors having liquidated their claims to the ascertained amount of the actual good assets, whose affairs are strictly confined by the supervision of Inspectors to Agency and Commission business only and which is not liable to any unexpected demand? We think it no very sanguine assumption under such circumstances to believe that the old constituents of the Firm, as a House of Commission and Agency only, will feel additional confidence in them in that capacity, a confidence which cannot we think fail to extend itself to others. If these assumptions, then, are at all well founded, the contemplated surplus, at the expiration of the eighth year, will probably be such as to yield to each Creditor a considerable percentage on his present claims; in addition to the eight anna dividends which will have been paid within the above period and the intermediate interest at 5 per cent. on his reduced claim.

But even if the above calculation be fallacious, still we think there cannot be a doubt that under any circumstances a dividend of eight annas in the rupee with the contemplated interest, of 5 per cent in the interim may be fully relied on; going further however, and assuming that even in reckoning upon the eight annas we have been sanguine, which we cannot admit, the question immediately occurs by what process is the estate to be made to realize more or so much?

The Insolvent Court is surely not to be thought of at least with the object of realizing *greater* proceeds from the estate than by the scheme we suggest, for however beneficial it might be to the partners of the House by releasing them from a state of anxious uncertainty, more grievous than any sure evil, it could only add to the embarrassment of its Creditors—not merely by the expenses of the Court, but by the great delay and consequent loss which are inseparable from its operations.

Finally our objects are these—First, to secure for ourselves and all other Creditors a larger portion of the amount due by the house than could be obtained by any other mode of adjustment. On this point we cannot too strongly urge our own impressions that no other scheme whatever would yield equal advantages to the Creditors.

Secondly To prevent the members of the house from being forced into the Insolvent Court, or from sinking under the prospect of that hopeless and in-

terminable labor from which their high and unimpeached character should protect them.

*Thirdly.* To secure that their invaluable aid shall be given as cheerfully as it is freely offered, with an ultimate object in view to inspire their exertions and lighten the burthen of that labor which they have proposed to devote to our interests without accepting any remuneration whatever from the funds of the estate. Our own impression is on this last point, opposed to the determination of the partners, but we have yielded to their wishes in stating the resolution they have adopted.

*Fourthly* To secure to the House a continuance of the business of safe and lucrative Agency from its old correspondents which could not be continued to them if it was determined to wind up the affairs of the concern, but from which creditors may anticipate the advantages we have adverted to.

*Fifthly* To secure very many persons, by the payment of the proposed interest half yearly on their reduced claims, from that after destitution, during the long intervals prior to, and between, the payments of very small dividends, to which any other project cannot fail more or less to expose them.

*And lastly* To assist in re-establishing that confidence in mercantile credit which has been so shaken by recent calamities, and to which we cannot but believe that measures such as we suggest would in some degree contribute.

These are the principal objects which we have in view. We submit our suggestions not for adoption, but that such steps may be taken as occur in the Meeting,—first, to verify the value (under any but the present unprecedented circumstances) of the assets; and next, for affording a deliberate consideration to the calculations we have roughly made and the opinions we have conscientiously adopted. The best friends of the house and of the creditors at large could not wish to bind the meeting to any stronger declaration than this—viz that if, upon further investigation, the assets are found equal on a fair calculation to a certain portion of the debts now due by the house it would be desirable, and for the ultimate interest of the creditors, that they should acquiesce in the difference, say 50 per cent or eight annas in the rupee, being relinquished; and that for the liquidation by the house of that reduced claim, it would be expedient to adopt some scheme, such as we have suggested, in preference to resorting to the Insolvent Court, or compelling the firm to an immediate winding up of its concerns.

Signed by COL. KENNEDY,  
MR. ALLAN, COL. DUNLOP, MR. T. E. M. TOLSON,  
MR. H. M. PARKER, COL. GALLOWAY, COL. CRAIGIE.  
21st January, 1833

After the statement had been read, the Chairman expressed his readiness to hear any observations thereon, either for or against. A gentleman whose name we could not learn suggested the propriety of publishing the statement, and postponing the meeting to allow time for consideration. The Chairman said that if it was approved of, the next step would be the appointment of a Committee, whose duty it would be to investigate and report on the affairs of the house to another meeting called by them. The statement just read was merely a provisional one, and the parties by whom it had been framed had never been empowered by the body of the Creditors to do so, but had merely done it as a provisional measure, that the meeting might have something like a view of the state of the affairs of the firm, it was therefore necessary to appoint a Committee to see whether they had reported correctly, and to report generally on the

exact state of the firm. The former speaker said that before they could pass judgment on the statement they must understand the question, at present no one understood what was the amount of the debts, or the extent of the assets. Another person said that the extent of the debts or assets did not affect the principle of the plan recommended which was chiefly intended to secure the assistance of the members of the late firm: the question was would they throw the estate into the Insolvent Court, or would they endeavour to secure the services of the members to wind up the affairs in the most advantageous manner possible? The first speaker observed in reply that before they could give their support to any plan, they must understand the state of the affairs of the house, and that in the fullest manner. The Chairman then read the following statement:—

"Our books for the past year have been closed, and after a careful examination the following exhibits the result:—

Miscellaneous Debts,...	76,20,000	
Deduct one third eventually bad,.....	25,40,000	50,80,000
Civil Servants' Debts,...	10,00,000	
Deduct one-fifth eventually bad,.....	2,00,000	8,00,000
Military Servants' Debts,...	22,00,000	
Deduct one-fifth eventually bad,.....	4,40,000	17,60,000
Indigo Planters and Commercial,.....	34,00,000	
Deduct one-fifth eventually bad,.....	6,80,000	27,20,000
Sundry Property,...	51,45,700	
Deduct one third eventually bad,.....	17,15,233	34,30,467

Estimated eventual recoverable assets to meet our debts, amounting to 2,70,00,000..... 1,37,99,167

Out of the debts considered bad, amounting to Rs. 76,34,000, and not included in the above statement, certain recoveries may eventually be made, which it is impossible to estimate."

After much discussion, on the propriety of using their utmost endeavours to keep the estate out of the Insolvent Court, of the evils of which every one present seemed to be aware, the following resolutions were put and carried:—

Proposed by Dr. Campbell, seconded by Mr. Ellis, and carried:—

"That it is the unanimous opinion of this meeting that under any circumstances, the affairs of this firm should not be thrown into the Insolvent Court, and that we will use our utmost influence with other Creditors to avert a proceeding which can only be attended with the most disastrous consequences to the interest of the Creditors."

Proposed by Mr. Parker seconded by Mr. Plowden, and carried:—

"That this meeting earnestly entreats all the Creditors of the firm, wherever they may be, to afford them every assistance in securing the above object."

Proposed by Mr. Parker, seconded by Dr. Campbell, and carried:—

"That a Committee be appointed by this meeting, not including those gentlemen whose names

are signed to the paper submitted, for the purpose of investigating and reporting how far the impressions stated in the paper adverted to are well founded, and that the Committee so appointed shall prepare a printed report, including a statement of debts and assets, for the information of the Creditors as soon as possible."

The following gentlemen were then appointed to constitute the Committee above resolved upon:—

MR. JAMES LAYALL, | DR. CAMPBELL,  
MR. WILLIAM ADAM, | and  
CAPTAIN RICHMOND, | MR. GEORGE LEYSBURN,  
Proposed by Mr. Plowden, seconded by Colonel Swinney, and carried:—

"That the suggestions submitted to the meeting, together with the sketch statement prepared by the firm of its assets and debts be published with the proceedings of the meeting."

Mr. Adam said that he would be most happy to render any assistance in his power, but he felt it incumbent on him to say that his connection with the firm was of such an intimate nature, that he could scarcely be considered an impartial person; under the circumstances he thought the meeting had better choose a less interested person as a member of the Committee than himself, though if it was the wish of the meeting that he should remain, he would do so most willingly. Mr. Adam received many flattering eulogies for his candour, and was prevailed upon to continue in the office to which he had been appointed.

Mr. Parker said that it was necessary before they dissolved the meeting to appoint trustees to secure the property from sequestration.

The Chairman also addressed the meeting shortly on the same subject, saying that it was necessary that a deed of trust should be immediately executed, and the property assigned over to some person or persons, to secure it from being sequestrated by any Creditor who might desire to get the start of the rest, and to render such a deed binding, it was necessary that it should have the approbation of the meeting.

It was then proposed by Colonel Craigie, seconded by Dr. Jackson, and carried:—

"That Colonel Dunlop and Mr. Allan be appointed Trustees, to whom the partners shall assign the property for its protection, until permanent measures are adopted—such assignment to contain such provisions as may be deemed necessary for that purpose by Messrs. Turlon and Dickens, as legal advisers."

The meeting broke up, after passing votes of thanks to the gentlemen who had prepared the statement, and to the Chairman who had presided at the meeting.

*Report of the Committee selected by a General Meeting of the Creditors of the Firm of Messrs. Mackintosh and Co on the 21st of January, 1833, to examine and investigate the Affairs of the House*

The Committee appointed by a Meeting of the Creditors of the Firm of Messrs. Mackintosh and Co. on the 21st ultimo, for the purpose of investigating and reporting how far the statement of the affairs of the House, submitted by several of the principal Creditors of the Firm in Calcutta, according to an abstract furnished to them by the House, is borne out by a more minute examination of the accounts, have endeavoured, with the aid of the Members of the Firm, to ascertain the nature and description of the various Assets, in order that they may be enabled to lay before the Creditors as clear



and distort an account as the peculiar properties appertaining to the Firm will admit, that the Creditors and those interested in the affairs of the Firm of Messrs. Mackintosh and Co. may be enabled correctly, as near as an estimate of this nature can guide them, to judge what may be the eventual prospect of dividend likely to accrue from the Estate.

The Committee in preparing a general statement or account of the affairs of Messrs. Mackintosh and Co. have not submitted for the public inspection a list of the names of the Creditors, neither have they separately expressed the value of each individual Asset of the Firm, being persuaded, that it will be apparent to those interested in the ultimate good result of the winding up of this large concern by which so many individual prospects are materially affected, that, in publishing the names of those indebted to the Firm or the valuation placed upon each property by the Committee, the Estate might be seriously injured. The Committee have, however, with reference to any asset that is placed to the Credit of the general account, in which it has appeared to them there is a doubt of eventual realization, explicitly stated in their Report the grounds on which such doubt arises, and however it may appear in their labours, that they may have failed in that full explanation that may by some concerned in this estate possibly be expected, it can only be attributed to an error of judgment rather than a deficiency of inclination, to give every separate claimant on this Firm the true grounds on which he may rely for eventually realizing any part or proportion of his claim.

The Committee deem it due to the Partners of the House to state, that it has found them most anxious to afford, without reservation, every information in their power to give, to enable the Committee to meet the expectations of the Creditors in the Report now submitted.

The total amount of claims on the Firm of Messrs. Mackintosh and Co. on the 4th January last, amounted to Sa. Rs. 2,37,00,100, and the estimated value of Assets by the Committee are Sa. Rs. 98,78,310. In addition to which, there are certain suspense accounts, which the Committee have deemed it more advisable to place as prospective Assets than to fix a valuation that could only be conjectural. The amount of these is Sa. Rs. 11,08,000.

On the 4th of January, the date on which the House suspended payments, the account at the Commercial Bank was overdrawn Sa. Rs. 4,07,000. The fifteen shares held by Messrs. Mackintosh and Co. in the Bank are valued at Sa. Rs. 7,97,000, leaving a balance in favour of the House of Sa. Rs. 1,30,000, subject, however, on reference made by the Committee to the partner in the Bank, to the settlement of certain outstanding claims unadjusted between him and the firm.

The Government Securities held by the Firm amounted to Sa. Rs. 1,52,510. Of this amount Sa. Rs. 1,43,155 were deposited at the Bank of Bengal for advances to the Firm, amounting to Sa. Rs. 1,39,000. The remainder, Sa. Rs. 7,052, are in possession of the Post Master General. The Committee learn from the House that they are deposited with that officer only for a daily account and as there are no arrears of postage, they are ready to be delivered up at any time on application.

A Share in the Bank of Bengal is an available asset. The Shares in the Commercial Bank are subject to the claim for the balance due by the Firm to that Bank, and the Union Shares are held liable to make up whatever deficiency may arise on the Landed Property and Houses situated in London Street, Rawdon Street, and Theatre Street, mort-

gaged for cash advanced by that Bank to the Firm under the pressure of their difficulties.

The share in the Marine Insurance Offices are estimated at the value of Sa. Rs. 1,33,200. The interest of the Firm in the 8th and 9th Canton Insurance Companies, according to the value given to the Committee by the House, is Sa. Rs. 60,000, against which there is a claim on the Firm for cash balances due to those Societies, amounting to Sa. Rs. 2,28,000.

The Shares in the Equitable, Globe, and Hope Offices, together with Dividends, are a set off against the balances due to those Offices by the Commercial Bank and the Firm. It would, therefore, appear to the Committee that not more than Sa. Rs. 35,200 are available to the Creditors as an asset likely to form an account for general division on this head.

In the Shipping Property, viz the *Zenobia*, *Lady Hays*, and *Peacock Merchant* belonging to the Firm, from the information received of the Members of the House in reference to offers made just previous to their suspension of payments, no great decrease in original cost is likely to occur; and the Committee from the particulars laid before them by the House of the expenses and earnings of the *Forbes* steamer, trust that a large sum may be obtained for that vessel, more particularly as there is, at this period, no other vessel equal to her strength and power so well adapted for the purpose of logging sawing, either in proceeding up the river or in their progress out to sea.

In the valuation of the Landed Property and Houses, the Committee, bearing in mind the depreciation that has taken place in value within the last few years and the actual sales that have lately been realized, estimate the Assets on this head at Sa. Rs. 10,93,500. Certain of the Houses and Lands are mortgaged to the Union Bank and to individuals leaving a balance of only about Sa. Rs. 6,30,000 owing to the Estate.

The Pacht Colliery at Burdwan is just now coming into full work, and promises to afford eventually a considerable annual income. It is estimated that when the works are in full operation nearly five millions of Coal will be produced.

The debts due to the Firm from the Military and Civil Services, as well as those from parties unconnected with either, form a material feature in the Assets of the House, and the Committee after a most particular and personal examination of the separate claim, taking into their view the instances where Property is held, or insurance on Life forms a part of the security, and guided in a very great measure by the Members of the House, have estimated the probable amount likely to be realized, as stated in the General Account.

Messrs. Mackintosh and Co. hold a Property on Saugor Island called St. Mary's Bay, which originally was held in co-partnership with Mr. Calcutt, Mr. Paton, and a Native, and the decrease of the two last individuals has caused it to fall into the hands of the Firm. The extent of land is about 20,000 begahs half of which is under cultivation. The debt due by the proprietors stands in the Books of the House Sa. Rs. 2,23,900, the amount is included in the list of debts due by parties unconnected with the services; and from the prospect held out by Messrs. Mackintosh and Co. of a return of Sa. Rs. 8,000 for this year's produce, the Committee have particularly referred to it as an Asset, it being capable, as they are led to suppose, of considerable annual improvement.

The Firm have a claim on the Philippine Company, for 16,40,000 Rs. originating in 1821 for ship-

ments made to South America by the ship *Harleston*, and also for bills drawn subsequently by Joseph Mendota the Company's factor, on the Company, which were returned and sent to the Government at Manila and ultimately to Calcutta, where they were protected by Messrs. Mackintosh and Co. From the length of time elapsed and the uncertainty of the above being realized, the Committee have altogether left it out of the amount of assets. It rests at present upon the support that may be received from the British Government in enforcing protection to commercial claims upon the Spanish Government. The Attorney for the House in Europe has been unsuccessful in his endeavours to press the claim through his Agent at Madrid, and has latterly withdrawn him from that capital.

The Coffee Plantations at Soak Sangor stand at a debit of Rs. 4,65,000. Hitherto no return has been obtained, and from the difficulty of fixing any positive or satisfactory valuation on such property, the Committee deemed it more advisable to draw the joint calculation of the Creditors to that point than to swell out the amount of Assets by an uncertain valuation.

The Indigo Factories formerly appertaining to the Estate of Messrs. Mercer and Co. situate in the Upper Doab, cost on an average of Rupees 1,00,000, but it is almost impossible to form any estimate of the value of their present value, having been closed for the last three years.

In having thus particularised the various Assets belonging to the Firm of Messrs. Mackintosh and Co. the Committee have sinuously endeavoured, as near as it is possible in an estimate, to arrive at those conclusions in their valuation which may neither on the one hand too much depress the different descriptions of Properties, or on the other give too sanguine expectations that could not be borne out by future results. They are aware that, however anxious they may have been correctly to fulfil the duties imposed upon them in this engagement, yet in many cases, having imperfect data on which to form their conclusions, they cannot consider themselves bound in any measure for the strict exactness of their statement. Neither have the Committee been able to enter fully into the claims on the Firm of the short space of time that has elapsed since the Meeting.

The Committee beg to point out to the Creditors that the great amount of Assets eventually coming to the Firm will arise from debts due by the Civil and Military Services, with other individuals unconnected with the services, as also from Commercial debts and claims due from Indigo Planters. The Committee would here advert to the statement submitted to the Creditors at the Meeting of the 21st ultimo, and with reference to the prospects there held out, after the most minute investigation of the affairs of the House, in conjunction with the partners of the Firm, they cannot entertain the expectation of any such future realization from the Assets of the Estate.

The Committee trust, in the eventual closing of the accounts of this Firm, from the reduction which they have deemed it requisite to make in the gross amounts of claim, that by a well-considered and impartial justice in pressing the liquidation of the demands a more earlier mode of adjustment may be adopted in reference to this Firm than has appeared practicable in similar cases. And it is only with that view they can hold out to the Creditors the prospect of any division of Assets at so early a period as 1st May 1834, at which period Five per cent. on the gross amount of claims on the Firm of Messrs. Mackintosh and Co. may be available, a

corresponding sum in each of the subsequent three years, and an additional sum of Five per cent. on the 1st of May 1838, making four dividends of Five per cent. during the years 1834, 5, 6, 7 and Ten per cent. in 1838.

The Committee however do not consider that this calculation is wholly to be relied upon as a positive result, but as depending entirely upon the realization of the debts due from the Civil and Military services and other individuals. Should the claim on the Philippine Company be adjusted and any more favourable circumstance arise in the Sur-pense Account mentioned in the general statement, a further division may take place.

Dr THE FIRM OF MESSRS MACKINTOSH AND CO — 1st JAN: ANY, 1833

To balances due to Indian Const- tants, . . . . .	1,09,63,000
„ ditto Exchange ditto, . . . . .	95,21,700
„ ditto Commercial ditto, . . . . .	20,00,700
„ ditto Bills payable ditto, . . . . .	11,57,700
	<hr/>
	2,37,06,100

THE FIRM OF MESSRS MACKINTOSH AND CO Cr.

By Government Securities, . . . . .	1,52,510
„ Bank Shares, Bengal, Union, and Commercial, . . . . .	8,92,400
„ Marine Insurance and Oriental Life Insur. Shares, . . . . .	3,73,200
„ Shipping Property, including the Fishes Steamer, . . . . .	3,95,000
„ Houses and Landed Property, . . . . .	10,93,300
„ Sundries, viz. Share in the India Gazette, 2 Steam Engines, and Pa- chete Colliery, (Burdwan) . . . . .	1,13,000
„ Indigo Factories, . . . . .	1,20,000
„ Civil Services, Debts, . . . . .	7,46,500
„ Military ditto, . . . . .	16,40,000
„ Private Individuals unconnected with the Services, . . . . .	20,88,000
„ Commercial Debts and those of In- digo Planters, . . . . .	19,23,000
„ Surplus Consignments short drawn	3,11,100

BY SUSPENSE ACCOUNTS	98,78,310
Philippine Company, . . . . .	16,10,000
Coffee Plantations, . . . . .	6,68,000
Indigo Factories formerly belonging to the Estate of Mess Mercer and Co., . . . . .	8,00,000
	<hr/>
	31,08,000

BY PROFIT AND LOSSES.	
Depreciation of value of sundry Property, bad debts, &c. as estimated by Committee, . . . . .	41,74,916
By Profit and Loss written off by the House as ac- tual loss, . . . . .	76,33,824
	<hr/>
	1,21,08,740

2,50,70,050

WILLIAM ADAM, GEORGE CAMPBELL, GEORGE LEYBURN, JAMES N. LYALL and ARCHIBALD F. RUMFOLD.

A Meeting of the Creditors of Mackintosh and Co. was held at the house of business of the late firm, on Saturday the 9th Feb to receive and consider the report prepared by the Committee appointed at the last Meeting, which has already been published for general information. At about eleven o'clock, Mr-

Parker, on the motion of Mr. Plowden, was called to the chair, and, having taken his seat, said that he would have been very glad if the Meeting had chosen another Chairman, but, not to lose time, he would undertake the duties, and therefore trusted, that if he were found not sufficiently acquainted with the manner in which the business was to be conducted they would afford him their support and indulgence. He then read the resolutions passed at the last General Meeting, which were as follows:—

“That it is the unanimous opinion of this meeting that, under any circumstances, the affairs of this firm should not be thrown into the Insolvent Court, and that we will use our utmost influence with other creditors to avert a proceeding which can only be attended with the most disastrous consequences in the interests of the creditors.”

“That this meeting earnestly entreats all the creditors of the firm, wherever they may be, to afford them every assistance in securing the above object.”

“That a committee be appointed by this meeting not including those gentlemen whose names are signed to the paper submitted, for the purpose of investigating and reporting how far the impressions stated in the paper adverted to are well founded, and that the committee so appointed shall prepare a printed report, including a statement of debts and assets, for the information of the creditors as soon as possible.”

The Chairman then observed, that these resolutions had been passed unanimously, and that the Committee then appointed, consisting of Messrs. Lyall, Adam, Richmond, Campbell, and Leyburn, had prepared a report which he presented it was their wish to have submitted to the Meeting. At the last Meeting the general feeling that prevailed was, that it would be best to keep the estate out of the Insolvent Court, and he believed that the same feeling prevailed at present. At the request of the Chairman, Mr. Leyburn then read the report of the Committee, which, as we have before observed, has been already published for general information.

The Chairman next observed, that he would be happy to receive suggestions from any gentleman on the subject of the report. It appeared most advisable to allow the Members of the firm to wind up their affairs under a letter of license, a rough draft of which had been prepared and which would be read by Mr. Baillie. He, the Chairman, thought that this was the only measure by which the Insolvent Court could be avoided, and the interests of the creditors secured. Mr. Baillie then, at the request of the Chairman, read the following abstract of the proposed letter of license. —

#### ABSTRACT OF A PROPOSED DEED OF COMPOSITION BETWEEN MESSIEURS MACKINTOSH AND CO. AND THEIR CREDITORS.

##### Parties.

The Members of the firm of the first part. Certain persons to be selected by the Creditors as Trustees and Inspectors of the second part.

Such of the persons so selected as may be Creditors together with all the other Creditors of the Firm who may execute the Deed of the third part.

##### Recital.

That the Members of the Firm are indebted to the parties of the third part in the several sums placed opposite to their signatures and that [three] years are to be allowed to them to collect and dispose of their property and effects, and also to manage and improve the same under the inspection and control of the parties of the second part.

That for the purpose of securing the property it has been vested by deeds which are intended to bear even date with the deed of composition in the parties of the second part as Trustees to be applied to the purposes of this deed.

##### Engagements on the part of Creditors.

They give a letter of License to the Debtors for [three] years.

They convenant not to molest the Debtors in their persons or property during that period, provided that the engagements on the part of Debtors are duly performed.

They agree that the claim of any Creditor who may act in contravention of this covenant shall be void.

##### Covenants by the Debtors.

1st.—That they will make out and deliver to the Inspectors before a day to be fixed a “true and exact account of all and singular their debts, credits, claims and demands whatsoever, and of the several charges, outgoings, liens and incumbrances upon or affecting the same.”

2. That they are or such of them as may be required shall give their best endeavours to promote the increase and prosperity of their business and collect and get in their estate and effects under the control of the inspectors.

3. That whenever in the opinion of the inspectors a sum sufficient after deductions of all expenses has been collected to make a dividend among the Creditors, such dividend shall be made.

##### General Agreements.

1. That each of the members may retain the sum of *Sixty Rupees* [six hundred] per mensem for his subsistence out of the proceeds of the business.

2. That with the consent of the inspectors they may pay law and all other necessary expenses in getting in their estate and effects, and carrying on such part of their business as the inspectors may consider beneficial for their Creditors.

3. That with the like consent they may pay all needy Creditors whose claims do not exceed five hundred rupees, or who may be willing to accept that sum in full of their demands.

4. That with the like consent they may compound with any Creditor.

5. That with the like consent they may sell a debt to a Creditor and accept in payment a release of part of his claims upon the firm.

6. That with the like consent they may accept compromises from Debtors, and allow to any debtor a set off to the extent of any claim upon them of which he may obtain an assignment from a Creditor.

7. That with the like consent they may submit doubtful claims to arbitration.

8. That with the like consent they may pay any sums not exceeding in the aggregate *Sixty Rupees* one thousand per mensem, to poor Creditors who have no other means of subsistence in anticipation of their dividends without charging interest on such payments.

9. That the inspectors shall retain the dividends of outstanding Creditors and pay them on their acceding to the deed.

##### Further Covenants by Debtors.

1. That they will not alienate any part of their present or future property without the consent of a majority of the Inspectors.

2. Nor willingly do any thing by which any Creditor may obtain a preference.

3. Nor embark in any new business without the consent of the Inspectors.

4. That they will keep proper accounts to be inspected by the Inspectors as often as they please.

5. That they will make a general statement of their transactions at the end of the commercial year, or as often as required by the Inspectors, and it required verify the statement upon oath.

General provision, that with the approbation of the Inspectors any thing may be lawfully done with respect to their property and effects, though not particularly mentioned in the deeds.

*General Powers to the Inspectors.*

1. That they may bail debtors if they are arrested.

2. That they may prolong the letter of license for such further period as they may think expedient.

3. That they may discharge the debtors on their surrendering the whole of their property at the Inspectors are satisfied that they have well and truly observed and performed all and every the covenants herein contained.

4. That they may revoke this deed and all the collateral deeds if they are brought into the Insolvent Court, or if for any other reason the Inspectors may see fit so to do.

6. On the death or retirement of an Inspector the remaining Inspectors may appoint another to supply his place.

*General Intimidity to the Inspectors.*

Declaration, that in all cases not specially excepted the act of the major part of the Inspectors shall be binding.

The Chairman observed, that on the day before, one or two amendments had been noted in the margin of the letter of license, one of which was that after a period to be fixed on by the meeting for the realization of all the assets at the time, that the inspectors might be permitted to prolong the letter of license for such further period as they might deem expedient, subject to the assent or dissent of a general meeting of creditors to be held at the earliest subsequent period. The sixth clause of the general powers to the inspectors was, that "on the death or retirement of an inspector for the remaining inspectors may appoint another to supply his place," to which had been added as an amendment — "subject to the approval of a general meeting of creditors at Calcutta, to be called within one month from such appointment."

The following resolution was then moved by Mr. Adam, seconded by Colonel Donlop and unanimously carried —

"That after a full consideration of the Debts, Assets, and affairs generally, of the Firm of Messrs Mackintosh and Co, this Meeting adheres to the impression that a recurrence to the Insolvent Court is most earnestly to be deprecated, and that Meeting is further decidedly of opinion, that the least expensive and most beneficial course to be adopted for the general interests of the Creditors, will be to enable the Partners, by a letter of license to wind up the affairs of the Estate as speedily as may be consistent with the interest of the Creditors, and under the supervision of Inspectors, to be nominated by the said Creditors, and that the letter of license shall run according to a draft prepared by Messrs. Turlon, Clarke, and Dickous, and read at this Meeting."

Considerable discussion here ensued about the manner in which the blanks in the letter of license were to be filled, the result of which was that the periods and sums which we have inserted in crochets in the above abstract were adopted. One of the Creditors present when the proposal to allow four hundred rupees a month to each of the partners was made, stated that he thought it better to throw the whole concern at once into the Insolvent Court, and intimated an intention to act for himself in having recourse to such a measure.

The next resolution was that Messrs. Cockerell, Kennedy, Donlop, Holroyd and Adam be appointed the inspectors, which after some discussion as to whether there should be three or five inspectors was carried.

The Chairman observed, that it was necessary to take notice of what gentlemen present had said about throwing the concern into the Insolvent Court. It would probably be asked what advantage would arise from allowing the partners to carry it on under the letter of license. It was contemplated by them, as he was authorized to state, to carry on a new business under the name of Corder and Co and to hand over all the profits, except what was necessary for them to live with comfort and respectably, to be appropriated to the benefit of the Creditors at Mackintosh and Co. He, the Chairman did not suppose that they could very well do this if taken into the Insolvent Court, and he trusted every Creditor would see his advantage in acquiescing in the resolutions just passed. This announcement was received with general acclamation.

The following resolution was proposed by Mr. Adam, seconded by Dr. Marshman, and carried unanimously.

"That the letter of license be engrossed, and left for signature by Creditors or their Constituents, at this Office."

Mr. Gordon then rose and said that however unable he was to express his feelings, he must on his own part and on behalf of his partners offer his heartfelt acknowledgments for the kindness they had experienced from all present, and indeed from the Creditors in all parts of the country, since the time of their unfortunate failure. The kindness which had that day been shown would never be effaced from their hearts, whether the plan then adopted should meet with success or not. Should it appear to any creditor better to carry the concern into the Insolvent Court, that they could do would be to submit and return their sincere thanks to those who had that day shown that they considered the comfort of the partners as much as their own advantages. With regard to the statement given by the Committee he thought it due to the creditors to state that the partners were more sanguine in their views of the probable outcome than the Committee. The gentlemen of the committee had been constant in their application and had taken the utmost pains to examine every asset in the books of the firm, therefore whatever difference there was arose solely from the different views they took of the value of the property, that difference, however, was too considerable to be passed over unnoticed. Respecting the shipping accounts, indigo concerns, landed property, commercial debts, &c. they (the firm) thought that they might reasonably expect a surplus of sixteen lakhs more than had been stated by the committee, but much of course would depend on the turn of affairs over which they had no controul, and which might perhaps make the outcome even more unfavourable than the Committee had anticipated. He repeated that they did hope a surplus of sixteen lakhs

might be added to the ninety-eight lakhs exhibited in the report it must be recollected however that whatever he said on the subject was mere matter of opinion. To the partners the suspense accounts appeared to promise a considerable outturn and with regard to the claim on the Philippine Company he would read the latest account (that had been received, which would show that it was not altogether a hopeless claim, and that it might eventually produce considerable assets. In this Company the King of Spain was himself a partner. Their embarrassments had arisen from the Spanish Government having taken possession of the whole of the assets, and they (the partners) thought that the British Government might be induced to interfere and make the claim a national one, they had however every reason to suppose that a considerable compromise might be made. Mr. Gordon then read the letter he referred to, and proceeded to remark that a considerable advantage might arise from Mercoer's Indigo factories, which they thought were worth three or four lakhs, if not more, and of any rate some arrangement might be entered into for them with the creditors residing in the provinces in which they were situated. The aggregate amount of these calculations came to little less than thirty lakhs, and that sum would, if realized, of course enable the firm to make a dividend of more than eight annas in the rupee, they were not however so sanguine as to speak with confidence of such a realization, but they would feel it to be their imperative duty to endeavour to make the dividend as large as possible, and with what the creditors allowed them he trusted that they would be able to wind up the concern with little or no additional expense. He would add that they contemplated entering into a separate business, the profits of which they proposed to devote to the payment of the debts incurred by the late firm. He once more begged to return the assembled creditors his sincere and heartfelt thanks for their kindness, and then sat down amid the acclamations of the Meeting.

Mr. Willis expressed a wish to hear the reasons upon which the views of the members of the firm had been founded respecting the property on which they expected a better outturn than had been antici-

ipated by the Committee. Mr. Gordon in reply observed that the difference arose, as he had before said, and merely from a difference of opinion as to the value of certain assets. Mr. Leyburn said that there was no probability of recovering assets to any thing like the amount anticipated by Mr. Gordon, and proposed reading a document exhibiting a detailed statement of the value of the whole property, when Dr. Campbell objected to his doing so, on the ground that such an exposure was unnecessary, and that it would depreciate its value, in which opinion the meeting concurred. Mr. Parker observed that the difference arose from a mere difference of opinion, which could not affect the merits of the measures proposed, the report holding out hopes of paying a dividend of about six annas in the rupee, and the members anticipating that it might amount to eight annas.

A vote of thanks was then unanimously given to the members of the Committee.

Mr. Adam rose and said that as a member of the Committee he felt called upon to make one remark. If any individual of the Committee deserved the thanks of the meeting it was Mr. Leyburn for his laborious application to the duties which devolved upon him. All the members of the Committee had endeavoured to do their duty, but he in particular deserved any acknowledgments that might be made to him. With the exception of Mr. Leyburn however, all the members of the Committee were impressed with the belief that they had rather undervalued the assets, because they felt that it was desirable to hold out no deceptive hopes to the creditors, but in stating this he would also observe that he could not altogether concur with Mr. Gordon in his sanguine anticipations.

On the motion of Mr. Plowden, thanks were voted to the Chairman, who expressed himself pleased both with the vote of thanks and the preceding business, and added that he would however feel much better pleased if every Creditor who entertained different views would take counsel from his own feelings and his own interests, and join with them in keeping the estate out of the Insolvent Court.

## THE HOUSES OF AGENCY.

At a time when every thing relative to the Houses of Agency, possesses a peculiar interest, we assure that in perusing the enclosed circular to the personal of our readers we shall do them a most acceptable service.

*Calcutta, 14th January, 1833.*

We the undersigned Constituents of the House of Messieurs Fergusson and Company hereby declare, that our confidence in the integrity and solvency of the Firm is unshaken by the recent calamities, and that we firmly believe that if the support of their Constituents is continued, the House will be in a state of great financial and commercial prosperity.

We make this solemn declaration, in the anxious hope that it may tend to allay the existing panic, and to arrest the progress of measures that must prove ruinous to the House and to all interested in its stability and welfare.

We deeply regret, strongly reprobate, and utterly disbelieve the reports which have been circulated injurious to the credit of the House; and whether such reports originate in heedless folly or in

deliberate malice, they must prove equally fatal to commercial character and credit. We fear that the panic excited by the recent failures, and kept alive by mischievous rumour must lead to a general and simultaneous withdrawal of funds from the House, and we know that however great their resources, and however flourishing their concerns, they must sink under such an overwhelming pressure. We do not believe that any constituent of the Firm can be reckless enough to wish to force matters to such a crisis, but we do fear, that each individual, distrustful of others, may pursue a course that all would condemn if they acted in concert and mutual confidence.

Under such circumstances, we, who are on the spot, feel it incumbent on us to pledge ourselves to the only measure that in the present juncture can ensure our common safety, and we earnestly entreat the co-operation of those at a distance, as unanimity is necessary to success. We do accordingly pledge ourselves to leave our respective funds in the House of Messrs Fergusson and Company for the space of three years from the 1st of May next, bearing interest at the rate of seven per cent. per

annum, and during the said period to withdraw no part of the principal, but the interest only, and we declare our firm belief, that at the expiration of that time, Messrs. Ferguson and Company will be in a condition to pay their funds to all who may require them.

It is to be distinctly understood that the above resolution shall not apply to any funds that may be remitted to the House after this date, and that all such funds may, as heretofore, be withdrawn on the terms and conditions mentioned in the Circular of the Firm.

It is further to be understood, that when we pledge ourselves not to withdraw our funds, it is upon the faith and understanding, that all other Constituents of the Firm will give a similar assurance, and that the House will admit or no withdrawal

of funds after the receipt of these resolutions, and will make no payment except for current expenses necessary to carry on their business and concerns. As Messrs. Ferguson and Company have proceeded without the slightest interruption in the usual course of their payments and business, we feel that under ordinary circumstances we should not be justified in adopting resolutions relative to their House without their knowledge and concurrence. We trust however, that the urgency of the occasion will plead our excuse, and justify the measures we have adopted, and that the House will please to circulate without delay the above declaration and resolutions to all their other Constituents, whose co-operation we again earnestly solicit. We place opposite our respective names, as unity as we can recollect, the amount of our funds invested in the House. [Signed by 75 Constituents.]

## MEETING OF CREDITORS TO THE ESTATE OF PALMER AND CO.

In accordance with a public advertisement signed by R. C. Jenkins, Secretary and Agent to the Assignees of the Estate of Palmer and Co. requesting a general meeting of the Creditors, a few individuals attended at the Exchange Rooms on 30th January morning, for the purpose of taking into consideration the propriety of electing other Assignees in the room of Messrs. J. Young, and J. Carter, now disqualified to continue the duties before assigned to them.

There was much desultory conversation, before the business commenced, on several points connected with the condition of the estate, in which Mr. Jenkins explained that within the last week two Indigo Factors had been sold for good prices, and that a treaty had been commenced, and was likely to be concluded in a day or two, for the sale of another. The other portions of the conversation, we did not consider ourselves warranted in taking notes of.

After much delay, on account of its being questioned whether the number present, was sufficient to constitute a public Meeting, Mr. Lycke, on the proposition of Mr. Dick, was called on to take the chair.

The chairman opened the proceedings with the usual request to those who had any proposition to make, on which Mr. Dick stated it as his opinion that so few being present, it would be better not to settle any question in the present meeting, but merely address a requisition to the assignees to call another meeting, at which all questions relating to the estate might be discussed, and such information as the Creditors might require, should be afforded to them. At the request of the Chairman, Mr. Dick embodied his opinion in the following motion—

“That there being only a very few Creditors present the meeting do adjourn, and that the assignees be requested to call a fresh meeting as soon as practicable, not only for considering the propriety of appointing more assignees, but of reducing the number to one or two if necessary, and of considering every matter, relating to the Estate, in which the Creditors are at all interested.”

Here a few remarks were made on the ignorance in which the Creditors were kept with regard to what had been done with the Estate, and what was likely to be done with it, on which Mr. Jenkins observed that he begged distinctly to state that the accounts should be laid as bare as any Creditor pleased; that he was there to answer any question, and that no impediment existed to the inspection of the books.

Mr. Dick, with reference to something said by Mr. Jenkins before the election of the Chairman, remarked that that gentleman had stated that the expense for establishment altogether had not exceeded Rupees 10,000 or Rupees 50,000 a year while it was generally believed, that the expense for three years was not less than three lakhs of rupees, exclusive of law charges, though there did not appear to be any necessity for more than Rs. 2,000 a month been paid for the purpose. This was our point necessary to be elucidated, and the Creditors should know what had been done by the Assignees in other respects.

Mr. Allan observed that it was at the recommendation of the Creditors originally that the Assignees had been appointed, and while they had bound themselves by their acts, there had appeared no reason to doubt their desire of doing the best they could for the estate. Mr. Allan then proposed the following amendment, which was seconded by Mr. Finden, to the motion of Mr. Dick.

“That this Meeting consider that the present Assignees are sufficient, and that no addition to their number is required, to protect the interests of the Creditors to the Estate of Palmer and Co.”

The Chairman enquired of Mr. Allan, whether he meant, by the amendment, to inter, that none of the present Assignees should be changed for others, or whether he merely wished to convey his opinion that the present number of Assignees was sufficient for carrying on the business of the Estate? Mr. Allan replied that he merely meant that the number was sufficient, but he considered the whole of them, individually, competent and qualified for the business, that was not, however, what was before them for consideration, the only question on that they had to discuss, being, whether they should, or should not, appoint fresh Assignees in the room of those now disqualified.

The amendment and resolution being put to the vote, there appeared in favor of the former four signatures, and in favor of the latter only three, leaving for the amendment a majority of one.

One individual asked what benefit the Creditors had derived from the operations of the Assignees? and stated his conviction that it would have been better to have closed the whole concern immediately after the failure. It was then remarked that the profit stated to have arisen, by carrying on the Indigo Concerns did not amount to more than 1,000th part of the claims, and that the delay had caused a great deterioration in the value of the property.

Mr. Allan observed, that there might have been error of judgment, but nothing more could be attributed to the Assignees. The Chairman thought that a statement of the accounts should long ago have been published, and had he been a partner of the house he would have been anxious to have prepared and published such a statement, and so have saved himself from much of the odium under which perhaps the names of the partners of the house undeservedly lay. The people in England thought five hundred different things that would not be found to exist, if such a statement were prepared, and submitted to their inspection. One circumstance pretty well known was that even after the failure exchanges of Indigo Factories had taken place, and he had himself seen papers relating to these exchanges dated after the time of the failure. Mr. Prinsep, Editor of the *Calcutta Courier*, who was busy taking notes for that paper, observed, that in making such allegations he supposed Mr. Lycke was prepared to name individuals. The Chairman replied, that he would not do so, but he had seen the circumstance mentioned by him in the books, and were a statement from them to be given, the truth of what he asserted would be sufficiently evident. Mr. Prinsep thought that Mr. Lycke was endeavouring to set unfair inferences drawn to his prejudice, and he had the greater reason to tax him with such unfairness because he had alluded upon him (Mr. Prinsep) and had spoken upon the same subject.

Mr. Lycke stated that this was not the case, he had only once called on Mr. Prinsep, and then the conversation was entirely about the Joint Exchange Account. Mr. Prinsep replied, that that was certainly the apparent motive that induced Mr. Lycke to call, but reference was made to the particular fact that had been foret upon the notice of the Meeting, and the replies he then made, though only from memory of the circumstances, were such as to satisfy Mr. Lycke upon the subject of the Exchange Account.

Mr. Dick observed, that Mr. Prinsep was undoubtedly aware of the circumstances, that three lakhs of rupees, had been remitted to Mr. Brownrigg, in an indirect manner, *viz* *via* America. Mr. Prinsep replied, that he was now addressed on a subject with which he had had no manner of connection, though he was aware of the circumstance from having looked over the books of the firm to dates prior to his joining the house, and the remittance made to Mr. Brownrigg was before he had been admitted to the house as a partner. He did not, however, know what all this had to do with the allegations started by Mr. Lycke about the Indigo

factories, and which he had before satisfied Mr. Lycke he was mistaken about.

Mr. Lycke said that there was another circumstance, of a later date, which Mr. Prinsep might answer, and that was how there came to be a deficiency of four hundred and fifty chests of Indigo? He had written to the Assignees to inquire into the circumstance, but had never received the explanation he required. Mr. Prinsep said, that it was on the occasion of that letter being written, that Mr. Lycke called on him.

Mr. Allan and Mr. Finden thought all this discussion irregular and irrelevant to the object of the meeting, Mr. Prinsep begged to be permitted to explain that he was at all times ready to answer any question that would be put him in a proper manner, and thus he wished to go before the public. He had frequently done so, and would be happy at all times to do so again.

Mr. Lycke observed, that he had only once put a question to Mr. Prinsep and that was about the Exchange account: but that gentleman endeavoured to throw cold water upon the matter he wished to have elucidated. Mr. Prinsep in answer said that the cold water he then threw was thus—he gave Mr. Lycke a full answer and said he thought the letter was unnecessary as he was under a mistake, and that the Indigo was not delivered in the manner he imagined. Mr. Lycke said that this did not account for what he knew to be the fact, that the Indigo had been taken out of the godown the day before the failure. Mr. Prinsep said that it certainly could not be accounted for, because it was not true. Mr. Lycke replied that he was the last man in the world to come before a meeting to advance and support a falsehood. Mr. Prinsep explained that he did not charge Mr. Lycke with uttering a wilful falsehood, but merely implied that he had come to a false conclusion, under some mistake.

At this time a general movement was made and the meeting dispersed.

In the Court for the relief of Insolvent Debtors on Saturday 5th January 1833. In the matter of the Insolvency of Messrs. Palmer and Company.—Mr. Dickson applied, on behalf of the Assignees for an order that a further Dividend of Four per cent be declared payable immediately, which was ordered accordingly. Mr. Dickens stated in answer to the question of the Commissioner, that the Assets of the late firm of Messrs. Palmer and Co. are in no way involved in the failure of Messrs. Mackintosh and Co. the late Secretaries to the Assignees.

## LAUDABLE SOCIETIES.

A Meeting was held on the 12th January at the Exchange Rooms, at one o'clock, pursuant to Advertisement, for the purpose of receiving and taking into consideration, a Report on the state of the two Laudable Societies, which, at the last Meeting, a Committee was appointed to draw up. Before the gentlemen took their places round the table, there was a full discussion between some Members of the Direction, and Mr. Adam and one or two other Members of the Committee, the former protesting against the presentation of a Report, which they had had no opportunity to peruse. The discussion was put an end to by a proposition to elect a Chairman, when after the names of Mr. Cullen, Mr. Tutton, Mr. Pattle, Mr. Earle, Mr. Hurry, Colonel Frith,

Mr. Robert Saunders, and one or two other gentlemen had been severally proposed without success, most of these gentlemen excusing themselves, either on account of the opinions they had already expressed, or without assuming a reason. Colonel Becher was prevailed upon to take the Chair.

Mr. Tutton then read a letter from Messrs. Crutenden, Mackillop and Co the Secretaries, and one which accompanied it, signed by the Members of the late firm of Alexander and Co the former Secretaries, the object of which was to request a postponement of the Meeting to give them and the Directors an opportunity to peruse the Report before its publication. These letters had been sent in circulation

to the Members of the Committee, all of whom, except Mr. Adam, had agreed to a postponement until next Saturday. The Directors had themselves not seen the Report, and it was important to the ends of justice, (for he well knew the value of first impressions) that a Report which might reflect up on the conduct of individuals, should not be produced without the comments they might desire to make upon it. Mr. Turtan therefore moved the following Resolution :

"I propose this Meeting do adjourn until this day week, at one o'clock; and that in the mean time, the Committee be directed to submit the Report to the Directors, and present and late Secretaries, Messrs Cruttenden, McKillap and Co and Messrs. Alexander and Co. or the individual Members of their late Firm."

The Rev Mr Adam seconded the motion, and took occasion to explain the circumstances which had rendered it impossible to submit the Report to the parties complaining of this apparent want of courtesy. It had been drawn up by himself, and sent to the Committee, from whom he received back the corrected draft at 9 o'clock last night, and he was occupied till midnight in making a fair copy. He did not think the Committee competent of themselves to postpone a Meeting appointed at a previous Meeting.

Mr. Pattle was sure there was no one present who did not consider Mr Adam's explanation quite satisfactory. This was also readily admitted by Mr. Turtan, who thought however that the Committee had as much power to alter the day of Meeting as to alter the place and hour from the Secretaries' Office at 1 o'clock to the Exchange Rooms at 2 o'clock.

The Chairman having suggested, that some other Gentlemen might wish to make observations before proceeding to the vote upon the resolution to adjourn, Mr. Earle asked if the Directors had access to the Committee Room, which was answered in the affirmative by Mr J. D Smith, who said that each day's proceedings were left in the Secretaries' Office open to their inspection. Mr Cullen stated, that he was not aware of it, and Mr Melville, one of the Directors, would have regarded it as an intrusion had he gone into the Committee room. Mr. Turtan was of the same opinion and as a member of the Committee he should have considered their presence inconvenient pending an investigation of their conduct.

The Motion for an adjournment was then put, and carried by a large majority.

Mr. Willis wished to have the Report read before the Meeting broke up, and made a proposition to that effect, which was seconded by Dr Strong, and but feebly supported,—it being the general feeling of those present that it were unjust to read a paper which might contain accusations, while the parties censured were neither present nor aware of its contents.

Mr Pattle seconded by Dr Strong moved that the Meeting on Saturday next take place at the Exchange rooms which being agreed to—the Meeting broke up after the usual vote of thanks to the Chairman —*Calcutta Courier*

Pursuant to public advertisement the adjourned meeting of the shareholders of the seventh Laudable and thirteenth Supplementary Laudable Societies was held at the Exchange Rooms, at one o'clock on 19th January. Colonel Becher was called to the chair, and after a few preliminary remarks, Mr. Adam

proceeded to read the Committee's report, of which the following is a copy —

#### THE COMMITTEE'S REPORT.

The Committee appointed on the 31st of December to investigate the affairs of the Laudable Societies, submit the following Report in which, for the sake of precision, they will treat separately of each Society, and then subjoin some general remarks

I THE THIRTEENTH SUPPLEMENTARY LAUDABLE SOCIETY — This Society commenced on the 1st of July, 1832, and will close on the 30th of June, 1835, at midnight.

Your Committee have first to remark on the manner in which the fundamental Regulations of the Supplementary Societies have been from time to time altered by the Directors. Article 10th of those Societies provides that the fundamental Regulations "can be altered only by a majority of the members residing in Bengal;" but in several important instances the Directors have altered the fundamental Regulations by their own authority. Thus the duration of each Supplementary Society was originally for one year only, but the Directors "have deemed it expedient" to extend their duration to three years. Again after the payment of the maximum, Sa. Rs 10,000, to be received from the funds by the holder of a share on a lapse of life, the surplus funds were originally directed to be appropriated to the ensuing Society and to the holders of shares in preceding Societies whose dividends had not equalled the sum of Sa. Rs 10,000, but the Directors have subsequently directed the surplus funds to be exclusively appropriated to the ensuing Society. Further, the articles originally provided that not more than ten shares could be subscribed for on any one life, but it is now specially provided that the Directors may pass an additional rule, extending the number to fifteen, should this measure be deemed by them prudent and proper. These alterations, viewed in themselves, may or may not be liable to objections, but they are important modifications of fundamental rules, and the mode of effecting them has been wholly irregular and unjustifiable. The discretion assumed by the Directors in this last mentioned case is what the members generally would probably never have conceded; and your Committee have to add that it appears never to have been exercised. But a similar discretion in a still more important matter has been both assumed and exercised. In the original articles of the Supplementary Societies it was provided that the funds should be laid out in the purchase of Government Paper, shares in the Bank of Bengal, or in loans to be secured by a deposit of Government Paper, or a mortgage of real property, but at a private meeting of the Directors of the 12th Supplementary Laudable Society held on the 29th of June 1832, for the formation of the present Society, it was proposed and carried that "the funds of the Society as they are realized shall be invested in Government or other securities or on the security of subscribers' general interest in the Society, at the discretion of the Directors, or in such other way as shall appear to them safe and advantageous for the Society." Of this fundamental alteration no notice was given to the public except by the advertisement of the Rules in the *Calcutta Courier* on the 30th of June, the day previous to the Society going into operation. This discretionary power of investing the funds on the security of subscribers' general interest in the Society was exercised, in contravention of a fundamental regulation, before it was avowed, and it was openly assumed in contravention of another which requires the consent of a majority of the members residing in Bengal. Those instances are



sufficient to show what your Committee desire to bring to your notice in this place, that the Directors have broken and altered the fundamental regulations according to their own pleasure and convenience.

The state of the funds is affected by the large discretion assumed by the Directors as to the mode of investment. The sole assets of the Society are two Promissory Notes, one granted by Messrs. Alexander and Co. and the other by Messrs. Cruttenden, Mackillop and Co. on the 1st of July 1832 in payment of premiums of insurance. On the 11th of December 1832, the balance due by Messrs. Alexander and Co. under their Promissory Note was Sa Rs 7,182 4 8 and on the same date the cash balance in the Bank of Hindostan was Sa Rs 23,025 12 4 making a total claim of Sa Rs 30,208 1—against the late firm, and for the recovery of this amount the Supplementary Society must depend on the dividends receivable from Messrs. Alexander and Co.'s Estate, and the right to retain the final dividends payable by this Society on 21 shares held by Messrs. Alexander and Co. on lives lapsed before the 11th of December 1832. The Committee however beg to observe that these lives do not appear to have been assigned by Messrs. Alexander and Co. or their Trustees to the Society, or to any one on its behalf, though, as far as your Committee are informed, they do not apprehend that the right of the Society to retain can be successfully disputed.

The balance of Messrs. Cruttenden, Mackillop and Co.'s Promissory Note, remaining due on the 31st December 1832, including a small cash balance, amounted to Sa Rs 29,223, the Security for which is the right of the Society to retain the final dividends payable to the firm on account of 17 shares on lives already lapsed, and the regulated advances and final dividends on shares held on lives that may lapse before the expiration of the Society. The Committee however remark that the Society has not always obtained the benefit of the regulated advances already paid to the firm, for it appears by the account of the Society with the Bank of Hindostan, that on the 10th of Sept. 1832, a payment of Sa Rs. 40,000 was made by the Bank on account of the Society to Messrs. Cruttenden, Mackillop and Co. of which they paid back on the same day only part, viz Sa Rs. 20,000 to the credit of this Society, and the balance Sa Rs 20,000 was also paid on the same day on account of their debt to the Seventh Laudable Society, an arrangement which your Committee consider as having a direct tendency to confuse rights which should be kept separate and distinct and to benefit one Society at the expense of the other.

Your Committee have deemed it a part of their duty to attempt an appreciation of the value of a share in this Society, although the data they possess are very imperfect, and the conclusion at which they have arrived can be considered only an approximation to the truth. The amount of half yearly subscriptions payable on the 1st of January 1833, is as follows —

	Sa Rs
On Shares held by Alexander and Co .	72,000
"          Cruttenden and Co..	72,000
"          Mackintosh and Co..	30,000
"          Colvin and Co. ....	42,500
"          Palmer and Co.'s Assignees, . . . . .	20,000
"          Frigguson and Co .	31,500
"          Alexander and Co.'s Constituents, . . . .	8,500
"          Individuals & others,	64,000
<b>Sa. Rs.</b>	<b>3,49,500</b>

It is impossible to estimate correctly the number of shares that will be continued by the Trustees or Assignees of Alexander and Co. and Mackintosh and Co. but it may be safely assumed, that there will not be more than one half of those now held. From the above amount we must therefore deduct one half of their subscriptions ( $72,000 + 30,000 + 8,500 = 110,500 \div 2 = 55,250$ ) . . . . . 55,250

Which makes the estimated half yearly receipts, . . . . . 2,94,250  
Before the expiration of the Society, five such payments must be made, . . . . . 5  
1,471,250  
Add the claim on C M and Co . . . . . 29,223  
And half of the claim on A. and Co. . . . . 15,104

And the estimated receipts during the existence of the Society will be. Sa Rs. 15,15,577

The number of lives insured in this Society is 711, on which 1970 shares are held averaging 2 1/2 shares on each life. Of the aggregate number of shares, 327 are held on lives which, as far as your Committee can judge, will probably lapse before the expiration of the Society. This estimate of bad risks must however be taken as a rough, and founded on no other basis than the means of information possessed by the individual members of the Committee, many persons being enumerated in the lists of whom the Committee have no knowledge, whatever and of whom therefore it is not unreasonable to suppose that a considerable number are bad lives. Assuming, however, that no greater number of lives will lapse than are insured for 327 shares, it will make the total value of a share, including both the regulated advance and the final dividend equal only to Sa Rs 4,604 (viz 15,15,577  $\div$  327 = 4,604) instead of Sa Rs 8,500, which was assumed to be the probable value of a share at the commencement of the Society. Your Committee repeat that this estimate of the value of a share must be regarded only as an approximation, first, because of the uncertainty in judging of bad lives, secondly, because no account has been taken of the actual lapses, since the commencement of the Society, on which final dividends are due, thirdly, because no allowance has been made for interest on the capital of the Society when secretly invested, and fourthly, because new and good risks may be obtained before the expiration of the Society. The indication of these sources of error may assist others to make a nearer approximation to the value of a share.

II. THE SEVENTH LAUDABLE SOCIETY.—This Society commenced on the 1st of January, 1832, and will close on the 31st of December, 1834, at midnight.

In this Society also, your Committee have to remark on the power assumed by the Directors of altering the original regulations of the Laudable Societies without reference to the general body of subscribers in Bengal as required by the articles. Thus the duration of the Society was altered from five years to three, and no reasons were assigned but their sense of expediency. This, however, is of much less importance than the direct and continued violation of that fundamental rule of the Society which prescribes the mode of investing the funds. This regulation affects the safety of the Society because it contains the only provision for the security of the funds subscribed from which dividends must ultimately be made. In the letter and form it re-

business unrepaid and in full force; but in spirit and substance it has been wholly disregarded, and the consequence is that while the Society has nominally funds to the extent of several lakhs of rupees, there is not a single rupee in that form of security prescribed by the Regulations. The Regulation to which your Committee refer is contained in the 21th Article, and provides that "as often as a sum exceeding Sa Rs 5000 shall be collected, it shall be laid out in the purchase of Government Paper, Bank Shares or in Loans secured by a Deposit of Government Paper to be granted under the control and authority of the Directors, it being clearly understood that in all cases of Loan, the saleable value of the Deposit shall be more than sufficient to cover the sum lent. All public securities purchased for the Society shall be specially endorsed to three in name of the Directors, and the interest only shall be made payable to the Secretaries and Treasurers." The mode in which this essential article of the Society has been systematically violated is by receiving the Promissory Notes of parties having an interest in the Society for the amount of premiums due, on the presumed security of the regulated advances falling due to those parties when the time they have insured lapses, and of the final dividends which in like manner will become due to them at the expiration of the Society. The advances and dividends thus falling due are set off against the amount of the Promissory Notes, and it thus appears that by these parties no actual Cash payments have been made at all, at least to the present Society. It would appear that this indulgence given to large subscribers is not of recent origin, it having been usual for many years to allow the large houses to give their notes in payment of premiums, and your Committee desire to bring to the notice of subscribers that this practice, although directly contrary to the rules, has tended to increase ultimate dividends by giving a larger rate of interest. Even the actual Cash payments made by Houses of Agency and private individuals to the late Secretaries and Treasurers have not been invested in the form of Securities prescribed by Article 21th, but have entirely disappeared, and now exist only in the form of bonds and promissory notes, recently deposited, of individuals, from whom the amount can be realized only by legal process or by gradual instalments.

With reference to the state of the funds, your Committee find that the assets of the Society consist solely of Promissory Notes of parties insuring lives in the Society, the balance due on Messrs Alexander and Co's Promissory Notes, three in number, including a cash balance in the Bank of Hindostan amounting to Sa Rs 10,511 13 4, was on the 11th of December 81, Sa Rs 600,926 7. From a statement submitted by the accountant of the Society, it appears that the losses sustained by the late firm of Alexander and Co on their insurances by the excess of premiums paid, over sums received on lapsed lives, is upwards of six lakhs of rupees, which may serve in some measure to account for, though by no means to justify this accumulation of debt. But with regard to one Note which is for Sa Rs 2,10,935—3—8 and is dated the 7th of May 1830, they remark that no regulated advances or final dividends have been set off against it till the 11th of September 1832, an interval of nearly two years and a half, although during that period upwards of a lakh of rupees became due to Messrs. Alexander and Co from the Society. Your Committee find that the amount due to this Society by Messrs. Alexander and Co under their Promissory Notes was wholly unprotected until the 1st of September last, when by a formal deed they assigned to Mr James Cullen, the Trustee selected by the Directors, certain Promissory Notes and

bond debts of private individuals, as collateral security. Thus, Messrs. Alexander and Co a Promissory Note dated 7th May 1830 for Sa Rs. 2,10,935—3—8 was protected by four Promissory Notes of private individuals amounting together to Sa Rs. 2,00,000, by 21 shares on three lives insured in the Seventh Laudable Society, and by 9 shares on one life insured in the Thirteenth Supplementary Laudable Society, the assignment of those 9 shares for such a purpose being plainly prejudicial to the interests of shareholders in that Society. The remainder of their debt amounting to about four lakhs of rupees, was protected by assigning to Mr Cullen all their right and interest in 1773 shares held by them in the Seventh Laudable Society, and by depositing with Mr Cullen and assigning to him a Bond secured by judgment and assignment of a share in the estate of a native family under a decree of the Supreme Court, amounting to . . . . . Sa Rs. 1,64,279 11  
A bond secured by judgment for . . . 47,360 0  
Two other bonds, not so secured for 1,17,000 0  
And two Promissory Notes now  
due, for . . . . . 1,00,000 0

Amounting in all, exclusive of interest, to . . . . . 4,28,739 11

If this appears that, exclusive of what may be due to the Society from the 197 34 shares mentioned above, the nominal amount of their securities about covers the claim of the Society against Messrs. Alexander and Co, but of their real value it is impossible for your Committee to form a correct judgment. They have no hesitation however in saying that it would be fillicious to expect that more than 50 per cent. can be realized within the period assigned to the duration of the present Society, and this opinion is given after due consideration of the communications that have passed on this subject between most of the parties concerned and Messrs. Crutenden, Mackillop and Co. To this is to be added whatever dividend Messrs. Alexander and Co's Estate may yield to the Society under their Promissory Notes.

The remaining assets of the Society are a Promissory Note of Messrs Crutenden, Mackillop and Co, the balance of which, with a small cash balance in their hands, amounted on the 31st of December to Sa Rs 56,754—2, and a Promissory Note of Rustonjee Cowajee which, with interest, amounted on the same date to Sa Rs 5,196—15—4 making a total amount due to the Society from Messrs. Alexander and Co, Messrs Crutenden Mackillop and Co and Rustonjee Cowajee, of Sa Rs 6,62,877—8—4. From this amount are to be deducted the regulated advances on 9 shares on lapsed lives not yet paid viz Sa Rs. 36,000 which makes the total amount of the nominal property of the Society Sa Rs 6,26,877 8 4.

With a view to form an estimate of the value of a share in this Society your Committee find that the amount of half yearly subscriptions payable on the 1st of January, is as follows —

	Sa Rs.
On shares held by Alexander and Co . . .	53,000
Crutenden and Co . . .	60,000
Mackintosh and Co . . .	31,000
Culven and Co . . .	33,000
Palmer and Co's Assignees . . . . .	46,000
Ferguson and Co . . .	48,000
A and Co's Constituents . . . . .	5,000
Individuals & others . . .	68,000
Madras Agents . . . . .	20,000
	<hr/> 3,73,000

Deduct as before one half of Alexander and Co's and Mackintosh and Co's subscriptions (53,000 + 31,000 + 5000 = 92,000 ÷ 2 = 46,000) .....	46,000
Which makes the estimated half-yearly receipts .....	3,27,000
Before the expiration of the Society four such payments must be made, .....	4
	13,08,000
Add the claim on C M and Co ..	56,754
The claim on Rustomjee Cowasjee ..	5,196
And half of the claim on A and Co ..	3,00,163

And the estimated receipts during the existence of the Society will be ..... 16,70,413

The number of lives insured in this Society is 707, on which 2011 shares are held aggregating nearly three shares on each life. Of the aggregate number of shares 249 are insured on lives, which your Committee, as far as their information extends, do not consider good, but the same qualification is to be made as in the former instance respecting the accuracy and fullness of this application of bad risks. Assuming, however, the above number, and dividing by it the estimated total receipts from the present date to the termination of the Society, your Committee find that the probable value of a share on the 31st of December 1871, will be Rs Rs 6708 (viz 16,70,413 ÷ 249 = Rs Rs 6708), without allowing for the stipulated payment of 10 per cent to the succeeding Society, and including both the regulated advance and the final dividend. The Committee have attempted only a rough estimate of the value of a share, subject to the same qualifications as in the former instance.

**III CONCLUDING REMARKS**—It now remains to your Committee to submit such general considerations and recommendations as the preceding exposition may appear to them to require or justify.

From the past management of the Societies two questions arise, one relating to the validity of certain shares which are registered in the books of the Directors, and the other to the responsibility of the Directors. The first question is founded on Article 9th of the Supplementary Laudable Society and Article 10th of the Seventh Laudable Society which provide that "if any Promissory Note, received in payment of subscription money, shall remain unpaid after the expiration of the second month from the commencement of the Society, the amount of such note shall be forfeited to the Society, and the subscription cancelled;" and on the 10th Article of the Supplementary Laudable Society and the 20th Article of the Seventh Laudable Society which also provide that "all subscriptions (except the first which is to be paid on admission) shall be paid within one month of the time at which they become due. If not paid within that time, a penalty of two per cent, on the amount of the instalment shall be added, and any member who shall not have paid his subscription, together with the said penalty, within two months of the day on which such subscription shall have become due, shall be considered to have absolutely and entirely forfeited his Share or Shares." From the investigations of your Committee, as already explained, it appears that the parties mentioned in the statement of the funds, have not paid their subscriptions within the prescribed period, but have granted Promissory Notes which have remained unpaid after the expiration of the second month from the commencement of the Societies. The question therefore is, whether in conformity with the regulations, the amount of such notes shall be forfeited to the Society, the

Subscriptions cancelled, and the Share or Shares absolutely and entirely forfeited.

The second question arising out of the past management of the Seventh Laudable Society, is founded on the 24th Article of its Regulations, which directs, that "as often as a sum exceeding Rs Rs 5000 shall be collected, it shall be laid out in the purchase of Government Paper, Bank Shares, or in Loans secured by a deposit of Government Paper to be granted under the control and authority of the Directors; it being clearly understood, that in all cases of Loans the solvable value of the deposit shall be more than sufficient to cover the sum lent. All Public Securities purchased for the Society shall be specially endorsed to three or more of the Directors, and the interest only shall be made payable to the Secretaries and Treasurers." It has been already shown, that this Article has been wholly disregarded, and as loss may arise to the Society from its violation, the question is, whether the Society is entitled to demand from the Directors, that they shall make good that loss. These two questions cannot be satisfactorily answered without legal advice, which it may be hereafter considered desirable to obtain.

On the present position of the Laudable Societies, your Committee will only remark, that the failure of the late Secretaries and Treasurers being a case wholly unprovided for by the Articles, the appointment of Provisional Officers by the Directors was a proper exercise of discretion, but they further think, that in the then circumstances of the Society, the Directors ought, on the failure of Alexander and Co., to have called a general Meeting of Subscribers at the earliest possible period, for the purpose of laying before them the condition and prospects of the Society, the more especially as no time was lost in publishing the usual information of premiums being due.

With reference to the future, the questions arise, whether the Laudable Societies should be continued, and if so, under what modifications? On the former of these points, your Committee remark, that, according to the constitution of both Societies, the Representatives of deceased Subscribers only are entitled to derive benefit from the funds; and that, if the Societies were dissolved, no surviving Subscriber could have any claim. The entire funds would be divisible among the holders of Shares on lapsed lives, and surviving Subscribers could not recover any portion of their Subscriptions. Such a dissolution, moreover, would involve great injustice to Subscribers and Holders of Shares residing at a distance from Calcutta, on, if residing near, but old and infirm to obtain a renewal of their policies in any new Society that might be formed. Your Committee therefore are of opinion that the Societies must be carried on, although it of course rests with every individual subscriber or shareholder to exercise his own discretion either by paying the half yearly premium and thus continuing his interest in the Societies, or by withholding it and forfeiting that interest.

In the future conduct of the Laudable Societies, your Committee consider several important modifications of the fundamental regulations which they can here barely indicate, indispensable to the efficiency of the Societies and the protection of Subscribers.

It appears to your Committee proper and desirable, that the offices of Secretary and Treasurer should be separate and distinct from each other, and held by different persons.

That a Secretary should be appointed who shall give ample security, for the protection of the So-

ciety's interests, who shall exclusively devote his attention to the business of the Society, and who shall receive a special and fixed allowance for his services. The late Secretaries and Treasurers received as a compensation for their services a commission of one per cent on all receipts in account with a fixed allowance of Rs 200 per month from each Society, and a fee of one rupee on each certificate of admission and on the registry of each assignment of shares, in lieu of all other charges—advertisements, printing, and law expenses excepted. Your Committee consider, that the services of a qualified and responsible person may be remunerated at less expense than has hitherto been incurred, which it is estimated, has not fallen short of 20,000 rupees per annum.

That the funds of the Societies should be invested in one or other of the modes prescribed by the 24th Article of the Seventh Laudable Society, and that the Cash balances of the Societies should be always kept at a public Bank.

That that Clause of Article 10th of the Seventh Laudable Society and Article 11th of the Thirteenth Supplementary Laudable Society, which provides that, "no question shall be proposed to the members at large without the concurrence of the whole of the Directors," be annulled and abrogated.

That general and public Meetings of the Subscribers in Calcutta shall be annually convened, at which the Directors for the ensuing year shall be elected by ballot.

That the accounts shall be made up and audited annually, submitted to the general Meeting, and published in a full and explicit form for the information of Subscribers.

That there should be a new and amended distribution of votes according to the number of shares held by each Member, but so as that no person or firm, however numerous the shares held, shall have more votes than ten on any one question.

Your Committee submit their Report in the full conviction that, unless the most important of the proposed alterations are adopted, there will be no adequate security for the future good management of the Laudable Societies.

(signed)	W. ADAM,
"	HENRY HENDERSON,
"	WM. BRUCE,
"	DAVID HENDER,
"	JOS. D. SMITH,
"	THOMAS DICKENS,

[I concur generally, but with some qualifications, in the above report.]

THOS. E. M. TURTON

The chairman suggested that it would be the most unobjectionable plan for some gentleman to propose the resolutions suggested one at a time, and put them in that manner to the sense of the meeting, as their merits could then be separately discussed, and as such a proceeding would afford a better opportunity for persons to make their sentiments known.

Mr. Turtton said, that after having heard the report just read, he supposed the meeting could have no objection to hear a statement which had been prepared by Mr. Melville in reply thereto. No objection having been made to the proposal, Mr. Melville read the following statement, first craving indulgence for any little inaccuracies that might appear in the style, it having been hastily drawn up that very morning.

#### MR. MELVILLE'S STATEMENT.

In the very few observations which the Directors wish to offer upon the Report of the Committee appointed to enquire into the state of the Laudable Societies, they have studiously avoided entering into any long or controversial arguments upon the various points which it embraces. They do not certainly acquiesce in all the views, the reasoning, or the calculations of the Committee, and they estimate much more highly the probable utility of the Societies, but where they have nothing to demand to offer upon the same charge against their management, they are unwilling to enter into collision with the Committee on minor matters of detail. They think however that the following explanations are material to the formation of a correct opinion upon the present state of the affairs of the Laudable Societies, in which light alone they offer them.

The origin of these Societies was a mutual insurance amongst the Commercial Community. The Supplementary Societies being instituted subsequent to the effects in consequence of the time of final settlement of the original Societies being found by some to be inconveniently protracted. Individuals were subsequently admitted to subscribe to them, but from the commencement the entire management has been left in the hands of the principal Houses, who have seldom held less than about three-fourths directly or indirectly of the whole interest of the Societies. It is perhaps from this circumstance that the private subscribers have never in any degree before the present period shown a desire to interfere with the Directors who have uniformly been selected, or rather nominated by the institutions of the Societies previous to their formation, from the members of such firms. At the same periods the rules of the respective Societies have from time to time been altered as appeared to the members most likely to conduce to the general advantage of the subscribers. Thus, originally, the Laudable Society was framed for five years. In 1817 the institutions of the Society then commenced altered its duration to seven years. That being found inconveniently long, the succeeding Society was reduced to five years. The Directors, on the institution of the present Societies, fixed upon three years as the most convenient period for each.

The result of the Supplementary Laudable Society of 1825 owing to the Burmese war, caused the necessity of the average being extended beyond one year.

The rule enabling the Directors to extend the numbers of shares to 15 was adopted originally in 1827, nine-tenths of the private subscribers have subsequently commenced their subscriptions, nor has it ever been acted upon.

In altering the rules to allow of the Directors lending the funds upon the security of the shares or other private securities, the institutions of the 13th Supplementary Society at least guarded the interest of the subscribers, to a certain extent by introducing a clause giving a prior claim to the Society upon the losses occurring for all debts due from the persons entitled to any lapses. And to the objection that these alterations were only published on the day previous to the commencement of the new Society, the Directors would reply that in fact, one month, or indeed it may be said two, being given for the payment of premiums, full and ample notice must have been given for all parties to acquaint themselves with the rules of the new Society. That alterations have at all times been introduced on the formation of the new Societies will be seen by reference to the rules of each.

It is not however by their legal responsibilities alone that the Directors seek to be judged. As the Directors of an institution into which the public have been partially admitted, they feel that they had a duty to perform to others from whom their own extensive personal interests, amounting to at least two-thirds of the Society, will not in fairness exonerate them. By allowing the funds due from Messrs. Alexander and Co. to continue on the notes at the commencement of the Society, and by the subsequent accommodation granted them, rather than by pressing them to cause their immediate stoppage, the Directors, however actuated and however justified in law by the letter of the rules which were made before the commencement of the Society, took upon themselves a heavy moral responsibility to all who, with themselves, were interested in the outcome of the funds. If the Societies continue, and the Directors still retain the management of the securities which they have taken upon that expectation, they do not hesitate giving it as their opinion that they will realize an amount greater than the unfortunate firm's debt to the Societies long before their expiration. Should however the frame of the Societies be altered they know not how the views with which they took such securities may be reached, and must confine themselves to such legal responsibility, if any, as may attach in any part of their conduct.

The Directors cannot but feel some surprise that delay in calling a Meeting upon the present state of the Society should have been resented against them. Messrs. Alexander and Co. failed on the 12th day of December last, on the 21st of the same month the advertisement issued for a Meeting on the 31st. To have called it previous to the failure would have been inevitably and wilfully to occasion, or at least precipitate that event. Whilst there was a hope of averting it, the Directors had assured that few Members of the Laudable Society's, even if satisfied that their interests would have been protected by any Meeting, would have desired such a step to have been taken. That the evidence of advertizement from the Secretary to remind the shareholders of the period when their subscriptions could be due should receive either insertion in the papers, cannot be a matter of surprise, of blame or of merit, to any one. And they beg to observe that this is the first instance since the formation of the 1st Laudable Society, as they believe, in which any Meeting of the Members at large has been convened.

The Directors are not less alive to the possible evil consequences of the system of accommodation which has prevailed more or less for many years, if not from the commencement of the Societies, than the Committee themselves. They think an effectual check and control should be provided against any recurrence to the system. The balance of Messrs. Critchenden, Mackillop and Co.'s note, and Ristowjee Govassee's note have been paid off, invested and disbursed on account of subsequent lapses and current claims since the Directors' report was submitted to the Meeting, so that whatever now remains out on security is comprised in Messrs. Alexander and Co.'s debt.

The Directors do not think that the affairs of the Society should be conducted either better or cheaper by a paid establishment and Secretary, confined to the mere business of the Societies, than by a respectable office house, and whatever difference of opinion may be entertained by one of them, upon other grounds, upon the recommendation of the Committee of a paid Secretary, the others cannot but think that an adequate security against any misapplication of the funds, and against any system of accommodation, would be provided by the fol-

lowing modifications in the management, which they have been informed have been already suggested by one of the Members of the Committee; and which they presume to think might be adopted under the power vested in the Directors without requiring the delay which the collection of the majority of votes in Bengal compels in any alteration from the original frame of the institutions, viz.

That the Secretaries and Treasurers or any partner of their firm shall not act as Directors, or have any voice in the direction.

That two new Directors in the room of two about to retire, shall be chosen from classes unconnected with commerce.

That if the Directors shall in future grant no accommodation to any subscribers in the payment of the premiums beyond that pointed out by the 10th Rule of the 7th Laudable, and the 9th Rule of the Supplementary Laudable Society.

That Weekly Meetings of the Directors shall be held to audit the accounts, and see that the surplus funds are vested according to the rule in Company's paper, Bank shares, or other readily realizable securities, and that statements of the accounts shall be circulated among the Directors on the following day and signed by them.

The Directors are willing to pledge themselves to carry into effect these measures, which seem to them as much as can be effected until the expiration of the Societies. It may become a question at those periods, whether a general revision of the rules and provisions, may not be expedient for the formation of any fresh institution. To attempt it now they conceive would endanger the very existence of the present Societies. Being the consent of the majority of subscribers in Bengal could be obtained, every insurance would be effected unless the premiums are paid up.

It was then proposed by Mr. Adam, seconded by Mr. Pattle, and carried—"That the report now read be adopted and printed in the newspapers, together with the statement read by Mr. Melville for the information of the proprietors."

Mr. Turton said that he supported the motion if it only meant that the report should be printed, but if the word "adopted" carried any other meaning with it, he would most decidedly oppose it. Several persons went out that the motion had been carried, and that all further reference was irregular, but Mr. Turton contended that he had a right to be heard, as the motion had been put and carried so rapidly, that he had not had time to get round to the chairman's end of the table, though he had used every exertion to do so in time to put an amendment, if, as he said before, the word adopted was intended to convey any other meaning. The chairman bore witness to Mr. Turton's exertions for the purpose alleged by him, and suggested that it would be better to consider the motion as not carried for the present, and allow Mr. Turton to put his amendment, if he was so disposed, as the committee were most anxious to invite open and free discussion. This appeared to be the general sense of the meeting, when Mr. Adam rendered the proposed amendment unnecessary by withdrawing the doubtful word from his original motion.

After some discussion on the practicality of ascertaining who were entitled to votes, and who were not, it having been said by Mr. Melville, in reply to an observation made by Mr. Pattle, that he would also add to his title to do so) Mr. Samuel Smith said, that, it seemed to be the opinion of a great portion of the meeting that it would be the most desirable course to publish the

proceedings of the meeting for general information, and to adjourn till the following week, that persons interested might have time to reflect on what was the most advisable course to pursue. He thought this the more necessary as a great number of persons present had been unable to hear any thing of what had transpired, and great many even of those who had heard, had been unable to understand, at a single hearing, proceedings of such a complicated nature. After a good deal of discussion it was resolved, on the motion of Mr. Smith, which was seconded by Mr. Plowden, that this meeting do not join to the 20th January."

In conformity with a resolution passed at the preceding Meeting, the Subscribers to the Seventy Laudable, and Thirtieth Supplementary Societies, met at the Exchange Rooms on Saturday, 20th January.

Captain Gwyn Young was called to the chair, and stated his willingness to give all the assistance in his power to the Meeting.

Mr. Pattle stated that the Committee appointed to report on the state of the Societies, had since the last Meeting, held a conference, at which it had been decided to recommend the adoption of Resolutions prepared by them, which, Mr. Pattle requested, were read by Mr. Henderson.

Mr. Turtton addressed the meeting in a very energetic speech, but the great length to which it added and the length of the replies elicited prevented him from giving a full report of what was said, and it would be impossible for the speakers justice were we to curtail their speeches, we shall only give the heads of the different arguments.

Mr. Turtton having ascertained from Mr. Henderson that that gentleman intended to carry on business as a money broker, even if appointed Secretary to the Societies, observed, that the reply he had received since only illustrated his opinion that they would not be sensible of appointing a single individual to be Secretary, for his time would be so much taken up with his own immediate business that the affairs of the Laudable stood every chance of being neglected. They would afterwards also have applications for increased allowances, on the plea that the business had been undertaken for a low salary in bad times. He knew an instance in England where a Secretary had received £100, this was soon used to £50, and before he (Mr. Turtton) left England, the salary had got up to £1000 a year, with a house for the Secretary to live in. Little to the expenses of the Societies had been kept within rupees 25,000 a year, but as soon as they got a paid Secretary, they would have his salary, allowances to a good accountant and clerk, and the other expenses for an efficient establishment, to provide for. One of the proposals made by the conference was, that the Secretary should give security to the value of double the amount allowed by the rule to remain in his hands before investment. This sum was rupees 5,000, and the security would therefore be to the value of rupees 10,000, while the only way the Directors would come by the knowledge of the amount of funds realized, was to be by the Secretary's report, so that he might collect and run off with three or four lacs of rupees, leaving behind him his security for rupees 10,000. To act in this way, would be to leave themselves open to fraud, and he begged to call the attention to the cases of Fawcett and Stevenson in England, and those of the Secretaries of the Star Insurance, and River Insurance Societies in this country. There was no mode in which they could bind down an individ-

ual, that would not equally bind a firm, and many a man who might yield to temptation when he tried to act by himself might be led to sparry to his partner who was present in his mind. Mr. Turtton then adverted to the necessity of showing confidence, at this crisis, in the few agency houses that yet remained and not by undermining public credit, long, in a few years, the greatest misery upon this city. He was no politician nor advocate, in the part he took, but he acted from principle and a desire to elicit truth. They had no matter of argument upon the report that had been published against the present Secretaries. He admitted that reform was necessary, and that all faults in the proceedings of the Societies ought to be put a stop to. Mr. Turtton concluded his address by moving the following Resolution—

"That no sufficient ground appears for the removal of Messrs. Crutwellen, Mackillop and Co, from the office of Secretaries to the Laudable Societies, and that they be requested to continue their services as Secretaries."

Mr. Pattle thought there was no necessity for drawing on England for instances to support arguments intended to show the impropriety of appointing an individual to the Secretaryship of a Society; but as Mr. Turtton had done so, however, both he was to let up what was passing into oblivion, yet, it was necessary that he should on the other side call the attention of the meeting to a statement of accounts which could be referred to the Secretary of Davidson and Co. They had tried the Secretaries, and had innocent losers, and Mr. Turtton found in it they left a large balance undivided in the Societies, pointed out by the rules; and also that they had not paid up their premiums; but wished to show that the fault was in the Directors, not in the Secretaries. What had they heard from Mr. Collier at the last meeting, but that it was impossible on any Agency house, to look so frequently as was required into the accounts? Who then they had taken from one of the most able mercantile men, and a member of one of the best Agency houses in Calcutta, it was surely a conclusive answer to the question. It had been objected that Rs. 20,000 would not meet the expenses of an establishment under a paid Secretary, but if Rs. 1000 a month were given to the Secretary there would still remain Rs. 8,000 a year for the rent of the establishment, which would be as much, if not more than sufficient for what they required. If they had a Secretary, in whom they could repose confidence, and Directors who would take the trouble of looking frequently into the state of the accounts, all the fears about the money not being timely invested would prove groundless, and he would propose that every Director should be held responsible in property, for what they did. Mr. Pattle continued upon other branches of the subject, and before he concluded ascertained from Mr. Brown that the object of Messrs. Crutwellen and Co's resignation was to procure unanimity among the other Share holders. Mr. Pattle proposed the following Amendment of the Resolution moved by Mr. Turtton—

"That in future, the 7th Laudable Society shall have a paid Secretary."

Mr. Dickens supported the amendment and pointed out various causes to render it necessary to remove the Secretaryship into new hands. It was then arranged, that those who were Members of the Thirtieth Supplementary Laudable Society should vote upon the amendment separately, as being applicable to that Society.

A ballot was called for, and the returns made by the Secretaries,

## SEVENTH LAUDABLE SOCIETY.

For the amendment.....	150
Against it.....	307
Majority.....	157
THIRTEENTH SUPPLEMENTARY LAUDABLE SOCIETY.	
For the amendment.....	253
Against it.....	350
Majority.....	103

The Chairman declared, that a large majority in both Societies, was against the amendment, and it was then resolved, that the same majority was in favor of Mr Turton's resolution.

A question was here started as to the manner in which the votes of Messrs. Mukutosh and Co. appeared in the hall; to which it was replied, that their votes were made by their Trustees against the amendment; that they were good on the one side, because those of Messrs. Alexander and Co. were made on the other, and because the former firm had always made cash payments, and had in no way forfeited their right to vote.

Mr Turton then proposed "that Messrs. Alexander Colvin, William F. Fergusson, Theodore Dickens, Gavin Young and T. C. Plowden, be the future Directors," which being seconded by several persons was put to the vote and carried unanimously.

Mr. Turton said he would propose another Resolution which would be found to be very important, and he trusted that it would be supported with unanimity. He then moved,—

"That it be recommended to the Directors to employ rather the Union Bank or Bank of Bengal to be Treasurers, that they have weekly meetings of Directors to inspect and sign the accounts; and that on the day after the meeting they put a report in circulation for the information of the shareholders."

It was then proposed —

"That it be allowed to the Subscribers of both Societies to pay up the subscriptions, on or before the first of March next."

This Resolution excited some discussion, several wishing that instead of advanced time for payment of subscriptions being given, that the forfeiture of two and half per cent. should not be enforced, while others, considered, that, as the accommodation of

ferred in the resolution, was only for the benefit of country subscribers, who would require time to make up their minds as to the course they would pursue, it would be most advisable after the words "subscribers to both Societies," to add "at more than the distance of one hundred miles from Calcutta." But this was abandoned for the simple reason that it could not be decided, who was, and who was not a hundred miles from Calcutta.

The resolution, as it stands above, was then put to the vote and carried *non dis*.

The next resolution was proposed by Mr. Turton seconded by Mr. S. Smith and carried:—

"That half yearly general Meetings be held, at which audited accounts shall be exhibited, and vacancies among office bearers be filled up."

It was then proposed by Mr. W. F. Fergusson seconded by Mr. Pattle, and carried:—

"That this Meeting is highly sensible of the importance of investing the Funds of the Society in Government Securities."

Mr Turton was of opinion, that the shares of Messrs. Alexander and Co. were in the situation of being forfeited, but whether this was insisted on or not, he thought that they ought to insist on Alexander and Co.'s Assignees, keeping up all their insurances of none. He then proposed the following resolution, which was seconded by Mr. S. Smith and carried:—

"That the Directors be requested to take due measures to secure the lien and interests upon Messrs. Alexander and Co.'s shares in the Laudable Societies, before consenting to the renewal of any of their policies."

It was then proposed that a Report of the proceedings be printed, at the expense of the Societies for the information of Subscribers; but it was finally settled to depend upon the Editors of newspapers publishing such portion of the proceedings as they deemed necessary for general information.

Mr Turton then proposed the usual vote of thanks to the chairman for his able conduct in the chair, which was of course, carried unanimously. The meeting was well attended by the Subscribers, and a great number unconnected with the Societies were attracted by the eloquence of the several speakers. The business commenced at about half past one o'clock, and was concluded at about five o'clock.

List of the Minority for Mr. Pattle's Amendment, viz "that in future the Seventh Laudable Society shall have a paid Secretary."

## 7TH LAUDABLE SOCIETY.

Henry Palmer.....	1
Ditto for Major Wheeler.....	1
J. Pattle, 2½ shares.....	1
W. P. Muston.....	1
Col J. A. P. Macgregor.....	1
E. P. Strong.....	1
R. L. Lloyd.....	1
Hamilton and Co.....	1
Theodore Dickens as executor of W. L. Cleland 5 shares.....	2
J. D. Smith.....	1
Colvin and Co.....	1
W. Bruce.....	1
Bruce, Shand and Co.....	5
Alex. & Co. by their Assignees.....	76
Boyd and Co.....	1
R. Kerr.....	1
Col. Hyam.....	1
W. Adam.....	1
G. Leyburn for A. Ross 10 shares.....	3
J. C. Maishman, executor to the estate of Mr. Williams.....	1
J. M. Dove.....	1
J. S. DaCosta.....	1

## 13TH SUPPLEMENTARY LAUDABLE SOCIETY

Henry Henderson.....	1
J. A. P. Macgregor.....	2
R. S. Lloyd.....	1
Hamilton and Co.....	1
Theodore Dickens 10 shares.....	3
Ditto, as executor to W. L. Cleland, 10 shares.....	3
Col J. D. Feith.....	1
Colvin and Co.....	86
Bruce, Shand and Co.....	7
Alexander and Co. by their Assignees.....	128
Boyd and Co.....	4
G. Leyburn for A. Ross, 10 shares.....	3
Ditto for Ensign T. Patterson.....	1
W. Willes and Eadie.....	1
David Hunter for the estate of Bush and Co. 4 shares.....	1
C. Kerr.....	1
J. S. DaCosta.....	8
J. Mackey.....	1

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## LIST OF THE MAJORITY

*Against Mr. Pattle's Amendment, and for Mr. Turton's original motion, viz. "that no sufficient cause exists for the removal of Messrs. Cruttenden, Mackillop and Co. from the office of Secretaries to the Laudable Societies; and that, therefore, they be requested to continue in the office."*

13TH SUPPLEMENTARY.		7TH LAUDABLE.	
Fergusson and Co. ....	43	Fergusson and Co. ....	59
John Lowe .....	2	C. K. Robison .....	1
G. G. Macpherson .....	1	A. F. Smith .....	2
Henry Shakespeare .....	2	Cokerell and Co. ....	1
Mackintosh and Co. ....	57	G. G. Macpherson .....	1
T. Sewell .....	1	W. Stevenson .....	1
Cruttenden, Mackillop and Co. ....	174	Henry Shakespeare .....	1
J. Cochran .....	1	J. T. Pearson .....	1
Tulloch and Co. ....	9	Mackintosh and Co. ....	47
James Steel .....	1	D. Stevenson .....	2
M. Meyers .....	2	Trevor Plowden .....	1
Samuel Smith .....	1	John Moore .....	1
Dwarkanauth Tagore .....	1	C. Morgan .....	1
W. Storm .....	1	Cruttenden and Co. ....	130
W. H. Twentymann .....	16	H. F. Holhed .....	6
Gunter and Hooper .....	6	M. Meyers .....	3
G. Chisholm .....	3	W. H. Twentymann .....	1
Bagshaw and Co. ....	1	G. W. Chisholm .....	1
Bissen Motee Lal .....	1	G. Chisholm .....	1
James Dunbar .....	1	Bagshaw and Co. ....	1
Four Chunder Mookerjee .....	2	J. N. Vant Hart .....	2
J. Samuel Smith .....	1	J. Kondo .....	1
W. Wooden .....	2	J. A. C. Plowden .....	2
W. DaCosta .....	6	Willoughby DaCosta .....	1
Muller, Ritchie and Co. ....	1	T. E. M. Turton .....	1
Gavin Young .....	1	Ragooram Gosain .....	1
Harley Owen .....	1	David Pearson .....	4
Radhanat Bongerjee .....	2	Radhanat Bongerjee .....	2
Saunilal Tagore .....	1	J. N. Casanova .....	1
W. H. Abbott .....	1	Gilmore and Co. ....	1
Lallymohun Tagore .....	1	Mohun Tagore, executor .....	1
Prusuna Comar Tagore .....	1	Lallymohun Tagore .....	1
T. E. M. Turton .....	1	Prusuna Comar Tagore .....	2
Ragooram Gosain .....	2	Rustomjee Cowasjee .....	2
Rustomjee Cowasjee .....	2	Sur R. H. Cunniff, through Mr. Paton attorney	

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(Signed) T. E. M. TURTON.  
T. DICKENS.

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(Signed) T. E. M. TURTON.  
T. DICKENS.

## ABSTRACT.

## FOR MR. HENDERSON.

	7TH		13TH	
	LAUDABLE.		SUPPLEMENTARY.	TOTAL.
Minor Houses & Individual Votes, .....	27	..	30	.. 66
Five Houses Votes, .....	123	..	214	.. 337
Total Votes, .....	150		253	403

## FOR CRUTTENDEN, MACKILLOP AND CO

Minor Houses & Individual Votes, .....	78	..	73	.. 151
Five Houses Votes, .....	273	..	234	.. 507
Total Votes, .....	351		307	658

## PRIVATE VOTES UNCONNECTED WITH ANY HOUSE OF BUSINESS.

	7TH LAUDABLE.	13TH SUPPLEMENTARY.	TOTAL.
For Mr. Henderson, .....	19	25	.. 44
For Cruttenden, Mackillop and Co., .....	45	59	.. 104

43 A Majority for C. M. and Co. of more than 2 to 1 of Private Votes.



## MEETING OF THE COLLEGE STUDENTS.—MR. H. H. WILSON.

A meeting of the Students of the Hindoo College who had subscribed to a testimonial to Dr. Wilson was, pursuant to public advertisement, held on 30th Dec. at the house of Baboo Sreekissen Sing, at Jorahmuk. It was resolved that a vase of silver, prepared by Messrs. Twentyman and Co. by order of Baboo Hurymohun Sain, the Treasurer appointed at the general meeting of 31 December, should be presented to the worthy visitor of the College this day, 1st January, 1833. The hour and place of presenting it to be determined by Baboo Umachundro Gangooly in conference with the Doctor, and to be notified by him to the subscribers in course of yesterday. Three several addresses submitted by different members having been read, one of them was approved and ordered to be engrossed and to be placed at the house of Baboo Sreekissen for the signature of the College Students. The meeting was pretty well attended, but neither the Treasurer, Baboo Hurymohun Sain, nor the Secretary, Baboo Kashyprushad Ghose, were to be seen. A deputa-tion was not appointed, the subscribers determining to meet in a body at the place and time that may be appointed, by Dr. Wilson to receive the testimonial. It appeared that there was some difference between the Treasurer and several members of the committee, which obliged the latter to tender their resignation, and it was feared that the appointment of the deputation in the absence of Baboo Hurymohun Sain, in whose hands the vase had been placed, might have a tendency to disarrange matters. It was gratifying however to observe a common feeling of gratitude towards the Doctor pervading the proceedings of the meeting, which though conducted with some degree of irregularity, were characterized by a tone of respect creditable to the Students present, and honorable to that gentleman.—*Ind. Gas.*

We were not ourselves present at the Meeting of the Pupils of the Hindu College, on the 1st, to pay their last tribute of grateful homage to Mr. H. H. Wilson; Vistroya and Vice President of the College Managing Committee; but we have been told that the scene was altogether of the most interesting description: the large examination hall was filled with the Pupils of the three separate departments of the College, added to whom most of those who had formerly belonged to the institution attended. The Pundits and Pupils of the Sanskrit classes took precedence in reading their addresses, to which Mr. Wilson replied separately in a few words of Sanskrit; the Pundits and Scholars of the Sanskrit Medical Classes followed, with similar acrolits, after reading which, they presented a Silver Salver, bearing an appropriate inscription in the Devanagari

Character;—Mr. Wilson returned thanks in the same classical tongue. He then received a tribute and address from the Native Officers of the Mint: after which, the room having been previously cleared, a procession of the whole of the Pupils of the several English classes entered, and their spokesman, Busik Kistun Mullick, proceeded to deliver his eulogium as is more particularly described in the report. The *John Bull* Reporter does not however, do justice to the Vistroya's reply, which awakened, we understand, the feelings of all present, and was loudly cheered by the Boys.

This College, is certainly the monument most calculated of all his works, to perpetuate the memory of our illustrious countryman among the people of India. To have acquired a vast acquaintance with their ancient literature, and to have opened its stores to the knowledge of Europeans is a motive of comparatively ephemeral value; but the establishment of an extensive institution, for the education of the Natives of this country, in all the knowledge of Europe, combined as it is with the due support of their own language, both vernacular and classical, must ever remain connected with his name as one of its most active founders. It is a monument which will increase, as the civilization and amalgamation of India proceed,—nay, it has already become the germ of a metropolitan university of an importance and magnitude commensurate with the vast dominions of British India. We cannot too much admire the main principles upon which this eminent man has justly laid the foundations of the permanency of the institution, namely, 1st, the combination of Sanskrit studies with English, so that by degrees, the science and literature of the latter, may be transfused into the classical idiom of the former, for it is hopeless and ridiculous to entertain any idea of altogether subverting and abolishing the language of a nation;—2d, the exclusion of all religious instruction, which effectually prevents all the prejudices, jealousies, and contrarieties which might arise in the course of years to come; to check the prosperity of the institution. He himself alluded to this point, with marked feeling.—he said great opposition had been made to it, and fears had been entertained that such a scheme must subvert all religious principle in the Boys—but he appealed to them all present—to the characters they bore with their teachers, and with their parents and friends—whether they had not acquired an expansion of goodly feeling—an ennoblement of mind—and a real sense of moral principle and virtue by their education in that College;—and the shouting assent of all seemed to prove enthusiastically the truth of his estimation, as well as the entire assent which his paternal care had established in their heart.—*Calcutta Courier.*

## MEETING OF THE BIBLE ASSOCIATION.

The eleventh Annual Meeting of the friends and supporters of the Calcutta Bible Association was held at the Town Hall on the evening of the 11th January. A very large number of the ladies and gentlemen assembled, and at half past seven o'clock the Bishop, on the motion of the Reverend T. Deatry, which was seconded by the Venerable the Archdeacon, took the Chair.

His Lordship opened the proceedings of the evening by stating that he had great pleasure in

taking the chair as requested, the more so as he had been for upwards of thirty years a Member of the British and Foreign Bible Association, and a fellow labourer in the same cause. It afforded him great pleasure to know that they had been so prosperous in their labours, and his intimate acquaintance with the British institution, enabled him fully to appreciate such Associations, which were the first and most efficacious means of disseminating the principles of Christianity. He had witnessed the benign influence of these institutions

in the Parish to which he had last belonged, and he did not doubt that they would be gratified, when the report was read, with a similar statement of the efforts of the labours in this City. The principles of Bible Association had always had his cordial support, and he did believe that, all other means of grace were subordinate and secondary, when compared to the distribution of that Holy Book : sermons were good, but only so far as they were agreeable to its divine precepts and it should be the first, chief and paramount duty of every Christian to use his utmost efforts towards its dissemination. With respect to the difference of Churches, he felt himself deeply convinced that so long as they were founded on the first principles of the Bible, they would be sound in doctrine, however different they might be in practice. When the Bible had been once carried throughout India, the foundation would be increased and enlarged for Missionaries to work upon, but without this foundation he felt that all means would be human, evanescent, and without effect. The Right Reverend Chairman then requested the Reverend Mr. Sandys, the secretary, to read the report, of which the following is an abstract.

The report sets out by calling upon the supporters of the institution to join the Committee in returning thanksgivings to God for that large measure of success which he has vouchsafed to the Parent Society in England, to the Auxiliary Society in Calcutta, and to the humble efforts of the Association during the past year. But though the Committee feel thankful for what has already been done, they are fully aware that much yet remains to be done before the moral wilderness in this land can be brought under cultivation, and so far from resting satisfied with what has been effected, would rather from that take encouragement to persevere in the work of faith. The report, after lamenting the loss sustained by the Society in the death of one of the members of the Committee, and of several of the subscribers, since the last general meeting, calls the attention of the meeting to the formation of the "St. James' Branch Bible Association," which was recorded in the report submitted to the last general meeting, and regrets to have to state that it has not fully realized the expectations which were entertained respecting it and that it has been found necessary to discontinue its operations as a distinct body. "The association therefore will henceforth stand on precisely the same ground as it did previously to the formation of the Branch Association, embracing within the space of its operations the whole of this large and populous city."

The report then records the exertions used by the Committee in furthering the principal object of the Society, namely, that of purchasing Bibles, Testaments, and detached portions of the Sacred Scriptures, and delivering them to persons on whose zeal and integrity they could rely, for distribution where they were desired, and thought likely to be useful.

**FUNDS.** At the close of the preceding year a balance of Rs. 52 12 remained in favor of the Association; during the year 1832 the sum of Rs. 2236 10 has been collected for the purposes of the Association; the expenditure has been Rupees 1132 13; the sum of Rs. 500 has been paid to the treasurer of the Calcutta Auxiliary Bible Society for the promotion of the general objects of the Society; and the sum of Rupees 656 9 remains, to meet the expenses of the coming year. The Committee congratulate the meeting on the increase of the funds, when compared with the amount realized in the

preceding year, and sincerely hope that as the claims of the Association are more extensively known a liberal and enlightened public will never fail to supply them with the means to prosecute their undertaking with increasing vigour.

**DISTRIBUTION OF SCRIPTURES.** The number of Bibles, Testaments, and detached portions of Scriptures issued from the Society's depository during the year, amounts to one thousand and one copies, of which one hundred and four were Bibles, sixty-five Testaments, and eight hundred and thirty-two single Gospels and portions of the Holy Scriptures, which number, added to 31,591 copies, brought into circulation in preceding years, gives a total of 32,592 copies, distributed by the Association since its formation. The Scriptures issued during the past year were printed in no less than ten different languages and dialects, namely, Hebrew, Syriac, Greek, Armenian, Persian, Hindoostani, Tamil, Bengali, French, and English.

The report then describes the nature and numbers of books that have been given to different gentlemen for distribution, after which a number of letters from several of those gentlemen are recurred on the face of it, descriptive of the good effects of such distribution, but the limits to which we are necessarily obliged to confine ourselves forbid us to be more explicit on these points; which are extremely lengthy, and which will not conveniently admit of abridgement.

The report then concludes in the following words, to which we subjoin an abstract of the state of the funds of the association.

"In concluding their report the Committee would advert to the importance of Calcutta as the sphere of the operations of such an institution as this. Multitudes of Native youth are now receiving an education which will enable them to see the vanity of idol-worship, and it is hoped will in some measure qualify them for the candid and serious investigation of truth. How important then is it that the worshippers of the one living and true God should be prompt and diligent in their endeavours to supply every serious enquirer with the word of eternal truth, and thus be honored instruments in turning many from darkness to light, and from the power of sin and Satan to God. Calcutta too, being the Metropolis of our Eastern possessions is visited by persons of all religious persuasions from almost every Nation under Heaven; opportunities are thereby frequently offered for the diffusion of Sacred Truth amongst the most distant Nations of the Earth.

It may be observed too, that this City abounds with persons who profess the Christian Religion, but who know almost nothing of its powers; of whom it may with too much justice be said, that they mingle with the heathen, and learn their ways. It must be obvious to every reflecting mind that the most likely way to recover them from their low and degraded condition, at once dishonorable to the name they bear, and fraught with imminent danger to their own immortal souls, is to take measures to supply them with that book which is best of all calculated to instruct them in the true principles of the Religion they profess. Such being the scene of our operations, and our encouragements being drawn from the promises of Him who can turn the hearts of men as the rivers toward the South, let us arouse and address ourselves to the work which we have in hand; let us bring forth our resources and our energies; and in the exercise of Christian activity and fortitude, tempered with meekness, gentleness and kindness,

Let us go forward in our labors, remembering that every acquisition will open the way to more till the advance will become irresistible, and the whole land shall yield itself to the power of the word and Spirit of our God."

#### ABSTRACT.

##### Receipts.

Cash balance per last or 10th Report,...	52	12
Collected by different individuals,....	2086	10
Donation from Sir C. T. Metcalfe,....	100	0
Annual Subscription from J. N. Vant Hart,.....	50	0
	<hr/>	<hr/>
Sicca Rupees	2289	6

##### Disbursements.

Bible Secretary's orders to the Rev. T. Dealtry for cost price of books from the Bible Secretary's depository,....	861	8
Printing 300 copies of the tenth Report and 600 circular notices,....	94	8
Advertising Annual Meeting,.....	37	13
Binding eight copies of the New Testament, and expenses for collecting Subscriptions,.....	19	0
Hirkarah's wages, stationery &c.....	120	0
Balance of cash paid to the Treasurers of the Calcutta Auxiliary Bible Society,.....	1,156	9
	<hr/>	<hr/>
Sicca Rupees	2289	6

The Rev. T. Dealtry begged to propose—"that the report now read be printed and circulated among the members and friends of the Association."

Dr. Marshman seconded the resolution, and in doing so made an eloquent appeal to the community in behalf of the association founded on their duty as followers of Christ.

The motion was then put and carried unanimously.

The Venerable the Archdeacon said that as it appeared by the report that several persons had visited the poor in person, and administered to their spiritual wants, and thereby promoted the objects of the Society, the meeting ought to express the deep sense they felt of such unwearied zeal. He therefore proposed, "That as it appears from the report that several members of the Committee have actively exerted themselves in visiting the habitations of the poor, with the view of ascertaining their spiritual condition, and supplying them with copies of the Scriptures where wanted, and thereby promoting the peculiar objects of this association, this meeting record their deep sense of the value of such labors, and strongly recommend a similar course of proceeding to all the members of the Committee."

Mr. Gogerly seconded the motion.

The Bishop, in putting the motion, earnestly recommended the meeting to follow the example of those persons who had devoted their personal exer-

tions towards accomplishing the objects of the Society, and stated that all the good that had been done in his parish in England, had been done by personal visits. The motion was carried unanimously.

Mr. R. D. Mangies proposed the next resolution, "That as it appears that of late the enemies of Religion are making renewed and vigorous attempts to represent the Bible as a book inimical to free enquiry and the general liberties of mankind, this meeting record their conviction that the Bible is the only instrument of awaking sincere enquiry, and of placing true liberty on an unchangeable basis, and accordingly resolve to persevere with increasing ardor in promoting its universal circulation."

Baboo Kristna Mohana Bonnerjee rose to second the proposal made by Mr. Mangies, and addressed a few words to the meeting on the impropriety of the attempts which the enemies of the Bible were daily making.

The Bishop in putting the motion expressed himself highly gratified at the interesting manner that it had been seconded by the last speaker, and declared that it was worth while coming to India, if it were only to that delightful youth speak. The motion was then put and carried.

The following resolution was then moved by the Reverend H. Fisher—"That the thanks of the meeting be presented to the President and Office-bearers who have conducted the business of the Association during the past year, and that the following gentlemen be the Committee and Office-bearers for the present year:—

#### COMMITTEE.

Mr. W. BALSTON,	Mr. H. KYR,
" D. CLARK,	" J. RICHARDSON,
" P. LINDEMAN,	" W. WALLIS,
" W. RYLAND,	" W. LINDSEY,
" C. J. D. MURRAY,	" J. HILL,
" M. DE ROZARIO,	" D. MONTY, and
" R. KEAR,	Baboo K. M. BONNERJEE.
Rev. T. SANDYS,.....	Bible Secretary.
Mr. M. W. WOOLASTON,...	Minute Secretary.
Mr. G. PEARCE,.....	Cash Secretary.

The above motion was seconded by Mr. Le Croix, and carried unanimously.

On the motion of the Reverend Mr. Boyes, seconded by the Reverend Mr. Sutton, the thanks of the meeting were given to the gentlemen in charge of the Town Hall for the use of the Hall on this occasion.

The sixth and last resolution, which was moved by Lieutenant Dalby, seconded by the Reverend Mr. McKay, and carried unanimously, was a vote of thanks to the Right Reverend chairman, for the impartial and able manner in which he had conducted the business of the meeting.

The business of the evening concluded at a little after ten o'clock, at half an hour previous to which the Bishop retired, when his place was taken by the Reverend Mr. Dealtry.

## MEETING OF ROMAN CATHOLICS.

A meeting of the respectable portion of the Roman Catholic Community was held on Sunday 13th January at the Trade Association-rooms, for the purpose of electing a Committee to carry into effect the measures resolved on at the meeting of the 30th ultimo, for procuring English pastors.

Mr. Michie, having been called to the chair, briefly stated the purpose for which they had assembled, and recommended the meeting without further delay to proceed with the business which they had met to accomplish.

Mr. M. Crowe, in moving the first resolution, observed that a rumour had been spread abroad, accusing them of a wish to meet the Augustin Priests, after all the good they had done, and replace them by secular Priests or Jesuits: such however was not their intention: they were perfectly aware of the good that had been done by the Augustines, and were anxious to obtain the service of English or Irish Priests, more with the view of co-operating with the Augustines, than with that of opposing them.

Mr. Crowe then moved the resolution that had been passed at the last meeting, without addition or alteration. "That the interests of our Religion urgently require that we should have secular Priests or Jesuits, who have been educated at British or Irish Colleges, and that measures be forthwith adopted with a view to obtain such Pastors.

This motion having been seconded by Mr. Bernard Furlie, was put to the vote, and carried unanimously.

Mr. M. Crowe then proposed the second resolution that had been adopted at the last meeting. "That a Committee consisting of seven members to be designated, 'the Committee for obtaining English Priests,' be appointed for the purpose of effecting the object of the preceding resolution. This Committee shall prepare a petition to the Holy See, to be submitted through the cardinal prefect of the sacred congregation de Propaganda fide, praying for pastors such as are above described and forward it to Rome when it shall have been signed by the principal members of the Catholic Community of Calcutta. The Committee shall convene a meeting for the purpose of submitting a report of its proceedings as soon after receiving a reply from Rome as may be expedient, and in the mean time it shall be fully competent to adopt any other measure which may appear calculated to promote the attainment of the object in view, and it shall also be competent to fill up any vacancy that may occur among its members and to add to their number if necessary."

Mr. P. S. DeRozario, in rising to second Mr. Crowe's motion, said that it had been remarked by the Editor of the *India Gazette*, that Bengali Priests were even more requisite than English or Irish ones. In reply to this he would only observe, that it was expected that the English or Irish Priests when obtained, would make themselves proficient in the prevailing native languages in the same manner that the Protestant missionaries did. The motion was then put and carried unanimously.

The chairman proposed reading a letter he had received that morning from the Catholics of Dum Dum, before they proceeded to the election of the Committee. The letter was then read, and was as follows:—

"To the Roman Catholic Community of Calcutta assembled at the Trade Association Rooms, Government Place.

FRIENDS,—We the Roman Catholics of Dum Dum, having received your circular, feel extremely happy that you are about to act in so laudable a manner. A Committee formed for the purpose of taking measures to bring British Pastors to India has long been required: its utility must appear palpable to all; it will call forth the energies of our countrymen as individuals, while the voice of unanimity will sanction its proceedings. Not one Roman Catholic will refuse to contribute his mite to accelerate the attainment of so desirable an object.

We are heartily sorry that we cannot attend at the Trade Association rooms to-morrow. We obtain leave of absence only once a week, and would not be permitted to go to Calcutta on a Sunday; however, we wish it to be understood that we will assist you with all the means in our power. Praying therefore that the ALMIGHTY will aid you in your undertaking, we remain with the most affectionate esteem,

Signed by a Sergeant for himself  
and the other Catholics of Dum Dum."

Mr. James Rowan, Junior, previous to the appointment of the Committee, begged to propose the following resolution. "That a fund be raised by donations and monthly subscriptions, to be designated 'the fund for procuring the services of British or Irish Catholic pastors.' One of the members of the Committee to be chosen as collector and whenever the collection shall amount to an even sum of two or three hundred rupees, the same to be deposited in the Bank of Bengal and eventually invested in Government Paper. Donations and subscriptions to be called for from all denominations of Christians who are friendly to the cause of spiritual and moral instruction."

This resolution, having been seconded by Mr. R. J. Carberry, was put to the vote and carried unanimously.

The persons present then proceeded to Ballot for the Committee and at the conclusion of the Ballot a majority of votes appeared in favor of the following gentlemen who were accordingly declared duly elected as members of the Committee.

Mr. J. MICHIE,

Mr. J. J. McCANN,

Mr. P. S. DeRozario.

"J. ROWAN, Junior,

"J. HERBERT and

"J. LACKERSTEIN,

"M. CROWE.

The meeting then broke up, after the usual votes of thanks to the Trade Association, for the use of their rooms and to the chairman, for his able and impartial conduct in the chair.

The meeting was very well attended, notwithstanding the endeavours that had been made by those who love darkness better than light, who, we are given to understand, left no means untried to cry down its object, and to prevent people from going to it. Several Non Commissioned Officers of His Majesty's 49th Regiment were present, who were the authorized representatives of nearly three hundred Soldiers belonging to that Regiment. The feelings of the meeting appeared to be strongly and manifestly in favor of the measures for which it had been assembled.

### CONSECRATION OF SAINT THOMAS' CHURCH.

A large congregation assembled on Saturday the 24<sup>th</sup> Feb to witness the consecration of St Thomas' Church, better known by the name of the Free School Church. At a little before ten o'clock the Bishop was received at the principal entrance, where the petition of consecration was delivered to him, and then read by the Registrar, Mr. Abbott. The Bishop then entered the body of the Church, and walked to the Communion table, followed by the ministers who were to officiate and a number of the rest of the Clergy, repeating the twenty fourth Psalm, the Bishop one verse and the attendant Clergy another, alternately. The regular service appointed for the consecration of a Church according to the established rule of the Church of England, was then performed by the Bishop, the Reverend Dr. Mill acting as Chancellor on the occasion and reading the sentence of consecration, which was signed by the Bishop, and laid upon the communion

table. Divine service was then performed in the usual manner, the Reverend Mr. Fisher reading the morning prayers, the Bishop the Communion service, and certain other prayers appointed for the occasion, the Reverend Mr. Robertson the Epistle, and the Revd. Dr. Mill the Gospel. An excellent Sermon was then delivered by the Bishop's Chaplain and No. phew, the Reverend Mr. Bateman, taken from the nineteenth and six following verses of the tenth chapter of Saint Paul's Epistle to the Hebrews. After the conclusion of the Sermon, the Holy sacrament was administered to those who remained, and a collection made which concluded the service. Besides the Clergymen who officiated on the occasion, we observed the Reverend Messrs McPherson, Boyes, White, Sanijs, McQueen, Shepherd, and Reichardt, most of whom were dressed in their Cussacks, and walked in procession with the Bishop at the commencement of the service.

### AGRICULTURAL AND HORTICULTURAL SOCIETY.

At a meeting held in the Town Hall, on Thursday the 20<sup>th</sup> December, 1832, at 4½ o'clock in the afternoon.

Sir Edward Ryan, President, in the Chair.

The following gentlemen were elected Members of the Society, viz.

Brigadier Brown, of Artillery. Mr. R Barlow, C. S., and Mr. Alexander Craul.

The following letters were read.

From Mr. Thomason, officiating Secretary to Government, dated 6<sup>th</sup> ultimo, forwarding copies of questions put by the Board of Revenue to the Indigo Planters of Bengal, in 1827, regarding the Agricultural products of the country, and of all the answers sent thereto.

From Dr. Harlan, of Philadelphia, to the Foreign Secretary presenting a box of Seeds and some publications,—and requesting to have for the Botanic Garden at that place, a collection of Seeds of Plants indigenous here.

From Monsieur Vilmorin, of Paris, to the Foreign Secretary, presenting a box of Seeds, and making a request similar to Dr. Harlan's.

The Secretary informed the Meeting, that the box of Seeds received from Monsieur V., had been forwarded to Capt. Sage, Secretary to the Branch Society at Dinapore, for distribution and that as some of the Seeds received from Dr. Harlan, were only of botanical interest, they had been sent to the H. C. Botanical Garden, with the view of obtaining, in exchange, a selection of Seeds for Dr. Harlan. The remainder, being valuable sorts of American Maize and other useful articles, had been sent to the Akra Farm, with instructions to sow them, and report the result.

From Messrs. Willis and Earle, annexing copy of a letter, from Mr. Foster, of Philadelphia, intimating, that he intended to send the Cotton Seed applied for by the Society, on the *Georgian*.

From Mr. T. C. Robertson, Agent to the Governor General, dated Chirra Poonjee, 26<sup>th</sup> October last, intimating, that he had requested Mr. C.

croft, to furnish the Society with information on the products most likely to succeed in the Cosseoa country, and suggesting that supplies of such Seeds as Mr. Crocroft might recommend, be forwarded to Lieut. Townshend, in Charge of the Chirra Sanatorium, for distribution to the Cosseoa Chiefs.

The Secretary informed the Meeting, that he had received from Mr. Henry Gouger, of Gilmore and Co., an extensive supply of English Garden Seeds, which he presented to the Society, and had sent half to the Dinapore Branch Society, a quarter to Chirra Poonjee, and a quarter to the Alipore Garden.

From Lieut. Townshend, acknowledging receipt of the Garden Seeds that had been sent to him.

From Major Colvin dated Camp near Kurnaul 16<sup>th</sup> ultimo, reporting the result of the Sowings of Cotton Seed, furnished to him by the Society, of which, as well as of the Native Cotton grown there he forwards specimens, and requests to be supplied largely with foreign Cotton Seed, as the Zemindars are anxious for it; and also with Sugar Canes.

The Secretary stated, that he had forwarded the supplies required.

It was resolved, that so soon as the supply of American Cotton Seed, arrived, a large portion of it should be sent to Major Colvin as well as a further supply of Seed, the growth of the farm.

From Captain Bogle, sending a specimen of Native Cotton, produced in the Garrow Hills, and requesting to be supplied largely with Cotton Seed of a superior description for distribution in the Hills.

From Mr. Joseph Willis, dated 15<sup>th</sup>, reporting on the specimen Cotton, sent by Captain Bogle.

From Captain Sage, Secretary to the Dinapore Branch Society, acknowledging receipt of Garden Seed, and suggesting that a Superintendent for the Dinapore Garden be entertained, whose salary should be defrayed by the Parent Society, until the Branch Society can afford the expense.

Resolved, that the present state of the Funds of the Society do not admit of such an expence.

From Mr. James Pattle, dated 29th ultimo, sending a specimen of Coffee Berries produced in his Garden.

The Secretary submitted a note to his address from Mr. Abbott, of Messrs. Alexander and Co., Treasurers to the Society, from which it appeared, that at the time of their failure the Society's funds were as follows, viz.

Balance due to it on the General Account.....Rs.	1,827	15	3
On the Account for Premiums.....	21,376	4	3
On the Account for Cotton, Sugar, Tobacco and Silk Akrah Farm, ..	1,010	0	0
Being in all ..	24,414	3	6

On the motion of the President, the following Gentlemen were chosen as a Committee, to investigate the present state of the Society's funds and report thereon, pointing out the most pressing demands upon it. —Messrs. Pattle, W. Storm, Dobbs, C. K. Rollson, and Baboo Ram Consul Sen

Resolved, that the Bank of Bengal be in future the depository of the Funds of the Society.

The Meeting adjourned to the 4th January to receive the Report.

The following are the questions which were put by the Board of Revenue to the Indigo Planters in 1827, and we publish them here, as every day's occurrences render them of increasing interest:—

#### Queries.

1st.—Are the rates paid by the Ryots in your part of the country to the Zemindars fixed, or variable; in money, or in kind? please to state them.

2d. Is there any known rule by which the rates are assessed? Are the rates imposed according to the quality of the soil or according to the description of the produce raised; or is the Assessment imposed arbitrarily; do all Ryots, whatever may be their rank in life, pay the same rate for the same description of land, or are advantages conceded to any, and what class? Do cultivators pay for the land on which their houses stand, or Basto for land in the immediate vicinity of their houses, or Ood Basto, and what are the rates paid; do all the classes pay the same rates?

3d.—What are the rates for beegah, paid by you for Indigo, exclusive of the costs of culture, and does the Ryot pay more to the Zemindar for land which he has laid down in Indigo than he does for any other crop: is it optional with him to raise Grain, Sugar Cane or Indigo according to the quality of the soil without paying more rent for the one than for the other?

4th.—What is the average produce of a beegah of 1600 square yards of the several descriptions of soil in your neighbourhood, and the cost of cultivation of each species of Agricultural product?

Species.	Product per Beegah.	Value.
Indigo plant,	Bundles,	
Rice 1st sort.	Maunds.	
2d ditto	Ditto.	
3d ditto	Ditto.	
4th Ouse don	Ditto.	
Wheat.....	Ditto. }	
Barley.....	Ditto. }	
Sugar Cane, maunds		
of Sugar, Cotton un-		
cleaned pods, ..	Ditto.	

Pulses }	Moanr . . .	Ditto.
	Moash pods.	Ditto.
Urhar.....		Ditto.
Kullye.....		Ditto.
Melleets.....		Ditto.
Rajm and Jowar.....		Ditto.
&c. &c. &c.		

5th.—Have the rates paid by the Ryots varied much and how much within the last 16 years?

6th.—Do any of the connections of the Zemindars occupy Malgoonary lands at a lower rate than other less favoured cultivators?

7th.—Do the ancient principles of Assessment, under which a specific portion of the crop represented the land tax, paid by each Cultivator, still obtain in any part of the Country within the sphere of your knowledge?

8th.—Do the cultivating classes consider themselves as possessing any proprietary interest in the land they cultivate, do they deem themselves empowered to alienate their "Jotes," do they admit that the Zemindar possesses a right to cut them from their Jotes, they being ready and willing to pay the current rates levied from others for similar land. Do they build substantial buildings on their Jotes, or sink wells, and are they deemed as possessing any exclusive proprietary rights in wells? and can they dispose of them of their own option; do they possess any exclusive rights to the fruit and wood of trees planted by them in their own Basto or ood Basto land?

Dr. Harlan of Philadelphia states in his letter to the Foreign Secretary, that although not particularly versed in Botany, further than the study of vegetable Physiology and vegetable Organic remains are concerned, yet he feels very much interested in the progress of that most useful branch of science, and will always esteem himself happy should he be the means of proving serviceable to those who are particularly engaged in it. He hopes the Society will always make him the medium of the expression of any of its wants that can be supplied in his quarter of the Globe and promises to attend to them.

Monsieur Vilmorin of Paris in alluding to the Circular issued by this Society, inviting an exchange of useful plants with all other Countries, says that the principles enunciated in it are in perfect conformity with his own, and with those of the generality of the French nation; and expresses his readiness, to contribute to put them in practice and to attend to the wishes of the Society.

Major Colvin in acknowledging the receipt of some Cotton and Tobacco seeds from the Society early in 1832, mentions that the latter had arrived too late for sowing that season, but that the former was in time. He proceeds to say that with the view of spreading the Cotton seed along the canals he had divided it into small portions and had the whole planted according to the directions published by the Society, but regretted to state that it had almost universally proved bad, only 6 seeds having vegetated. From these the produce had been collected for a month previous to the date of his letter, and there was still a quantity to collect, which would yield some fresh seed. The superiority of the Cotton in quantity and quality over that usually grown in the country was so very great that the Zemindars in the neighbourhood of the growing plants were most anxious to get seed, and being then on a progress along the canals he had exhibited a pod produced from the Society's seed of such magnitude that all who saw it made only one enquiry when they might get the seed.

Major Colvin further notices that Cotton is most extensively cultivated on the line of country between Kurnail, Delhi, and Rhotuk; and wherever irrigation, from the canals, is available, it is most extensively employed and with very great advantage to the quantity of the produce. The introduction of seed of superior qualities would therefore be of no small advantage to the Zemindars, and an object which he would be much delighted to effect for them. All the seed that can be spared will find people willing to cultivate it, and spread it till it supersedes the common kinds.

Another article of extensive cultivation in the abovementioned districts, is the Sugar Cane, and as he is led to believe it is as inferior to the species produced at Calcutta by the Society as is the common Cotton of the country to the American, he is also anxious to procure a better kind.

Major Colvin concludes with requesting a supply of Cotton and Sugar Cane plants in quantity sufficient, in the first instance, to spread along a distance of 200 miles of the Canals; and mentions that the seasons for planting Cotton there are from 15th March to 18th April, and from 15th May to about 10th July; and for Sugar Cane in March and April.

Captain Bogle in requesting to be supplied with 12 mounds of Cotton seed says, "it is my intention to distribute the whole of it amongst the Garrows, who, you are doubtless aware, inhabit an extensive tract of the Goalparrah District, at present under my charge, and who are mainly dependent for subsistence on the means of barter which the growth of Cotton amongst their hills enables them to carry on with their neighbours in the plains below, who again export it to the adjoining districts of Assam, Rungpore, Dinagepore, Mymensing, Dacca, &c. &c. The importance therefore of their being supplied with the very best seed, especially at a time when the measures taken to improve the cultivation of Cotton in other parts of India may be expected to throw their inferior produce greatly in the back ground, will be apparent to the Society; to the comfort of these barbarous people the production of such Cotton as will meet with a ready market is of vital consequence; to the peace of the country bordering on their possessions it is also a matter of some little anxiety, for it has at times been found that when the Garrows were distressed at home they hediated not to descend into more fertile regions; and to the Government even in a financial point of view the subject is worthy of attention as the revenue realized by a duty on the exports amounts occasionally to more than half a lakh of rupees per annum. On every consideration it appears most desirable to endeavour to introduce a superior description of plant, and from the success with which, as I am informed, some experiments made by the late Mr. Scott were attended, I think the attempt is likely to be productive of extensive good." Captain Bogle concludes with remarking that whatever kind of seed has been found to answer best in other warm and hilly countries is most likely to succeed in his district, the climate there being much the same as in Bengal, and the soil of course as varied as that of a rugged mountainous tract is generally found to be.

Mr. Willis, in reporting on the specimen of Cotton grown on the Garrow Hills, and received with Captain Bogle's letter, states it to be of that description called Kopass or the Dessee Cotton, which is commonly grown throughout the countries in the Eastern side of British India, and also more or less throughout lower Bengal; and on some

parts of the Coromandel Coast. It is extremely coarse and extremely short in the fibre, and very difficult of separation from its seed, and although strong in its nature, especially so when very fresh it possessed not another desirable quality for the machine spinner. The seed was small in size, furrowed over with a yellowish green fur, but abundantly covered with wool. The specimen tended to exemplify that the soil and climate of its site of culture would be favourable to the growth of new and better kinds of Cotton; and which would rank higher in value by from 50 to 100 per Cent.

An adjourned Meeting was held in the Town Hall on Friday the 4th January.

Sir Edward Ryan, President in the Chair.

The Committee appointed on the 20th December last, to investigate, and report upon the present state of the funds of the Society, and the claims or calls upon it, reported that from a communication to the Secretary, since that meeting, by Mr. Abbott, it appears that on the day Messrs. Alexander and Co. failed there were due to the Society Rs. 24,114 3 6

Upon the General Account the Committee reported that the Annual Donation of Rupees 1,000 by Government had been drawn in 1832, but that the Donation for 1833 is now receivable.

That the monthly allowance of Rs. 130 for Allipore Garden, had been drawn for September last, and that the allowances for October, November and December are now due; while, on the other hand the Society appeared to have paid the rent for October and November last.

That the native Secretary and Collector had Rupees 500, of subscriptions, in hand, and expected to collect as much more during the ensuing three months.

By the 1st April next the Society will have received, on the general account Rs. 2,030.

Up to the same period the following will be the demands against the general account, viz.

4 Month's Rent of Allipore Garden, . . . . .	Rs. 400
6 Month's expenses thereof, at 120 Rupees per month, as per Capt. Richmond's estimate, . . . . .	600
Samuel Smith and Co. for printing Transactions, as already ordered as per their estimate, . . . . .	500
Clerk and Pious' Salaries, for 6 months, . . . . .	300
Advertising Expenses, at 30 per month, 5 months, . . . . .	150
Dawk Buggy Postage, &c. at 15 per month, 3 months, . . . . .	45
	<hr/> 1,995

The expense of printing the transactions is not a monthly charge against the Society, but simply a debt which will fall due during these three months.

The Committee therefore recommended that the printing of the transactions should go on as already ordered, and that the expense of Allipore Garden be limited in future to Rupees 112 per month.

Notwithstanding this unfavorable state of the general account, the committees were very averse to withhold the prizes heretofore given to the most successful cultivators of vegetables, and therefore recommended that these premiums should still be awarded this year, but confined to Rupees 250.

On the loss in the Akrah fund of Rupees 1,010, the Committee scarcely consider it necessary to

make any remark, that sum is probably interest and even if it were not, the loss can in no way affect the operations at the farm, seeing, that while only three half year's allowance had been drawn from Government, four half year's expenses had been paid, and there was still the above balance of Rupees 1,010 in the hands of the Treasurers. Moreover, since the failure of Alexander and Co. Rupees 5,876 have been received from Government, on account of the farm. Much injury is done to the Society, and to the interests of Agriculture by the loss of the Fund for bestowing premiums on the most successful cultivators of Cotton, Silk, Sugar, Tobacco and other articles of Raw produce fit for exportation, and they consider the subject of so great importance that they entertain a confident hope that Government will, on application, enable the Society to redeem its promise to the public in regard to such of the articles, at least, as were not the subject of competition last season. The Committee therefore recommend this subject being submitted, to the consideration of Government.

At the last Meeting of the Society it was Resolved that the Bank of Bengal shall in future be the depository of its Funds, and a new mode of keeping

accounts, and paying all bills, was recommended by the Committee.

The Committee's report was approved of, and the recommendations therein were adopted by the Meeting with a trifling exception.

Read a letter from Dr. Strong enclosing a report dated 26th July last, on some Coffee grown by Mr. Strong at Russapuglah : and stating that some Coffee produced at Dacca, by Mr. Lamb, had sold in London for 60 Shillings the hundred weight.

Read a letter from Mr. Hurry, requesting the loan of Mr. Colin Shukpour's Pottery Glaze for Mr. Payer to enable him to take a copy of it.

At a Meeting of the Society, on Saturday the 26th January, 1833. Vegetables were produced by Native Gardeners, and rewards were distributed.

Very few Mullies came to the Exhibition owing to some omission in giving due notice in the Suburbs of Calcutta. Mr. Muster, who is now absent had kindly taken charge of this on former occasions—there were consequently fewer prizes and medals given, influenced also perhaps by the state of the Society's funds.

## MEETING OF SUBSCRIBERS TO THE FUND

FOR WATERING CHITPORE ROAD.

A meeting of the subscribers to the Fund raised for watering the Chitpore road was held at the office of the Chief Magistrate on the 10th January, Mr. McFarlan, the Chief Magistrate, who presided at the meeting, read the report of the Committee which was to the following purport. The amount of subscriptions which had been realized, and which was placed at interest in the hands of the sub-treasurer, was Rs. 32,000 : they had a promise of Rs. 20,000 more from Baboo Kowma Bunwarree Lall, besides which ten or twelve thousand rupees more might be expected from persons who had not yet paid their subscriptions, so that on the whole they could not expect to realize more than about Rs. 65,000. The plan of operation originally contemplated was to erect a steam engine and construct an aqueduct, but the committee had thought it advisable to recommend the abandonment of that plan for the three following reasons :—first, the funds in hand were not sufficient to adopt such a measure : secondly, they could suggest a cheaper mode of attaining the same end ; and thirdly, the Chitpore road was in many parts too narrow to admit of the introduction of an aqueduct. The report then went on to detail the success that had attended the plan of watering the road from the neighbouring tanks, by means of carts, which had only occasioned an outlay during the past year of Rs. 883 2 9, and recommended, first, the extension of that plan, accompanied by the excavation of one or more new tanks ; secondly, the repayment to the Chief Magistrate of the above sum expended by him for the purpose already stated ; and thirdly the presentation of a donation of fifty rupees to Mr. McCulloch,

the overseer, for the pains taken by him in carrying that plan into execution.

After the report had been read, the following resolutions were passed :—

“ That the report read to the meeting by Mr. McFarlan be adopted, and that the sum of Rs. 678 2 9 be paid to him out of the interest of the money in the hands of the Sub-Treasurer.”

“ That the plan of excavation of tanks in preference to erecting a Steam Engine be adopted.”

“ That Baboo Dwartannath Thakoor, Hurry Mohun Thakoor, and Ramgopal Mullick, be requested to form themselves into a Committee, to advise with the Chief Magistrate, on the part of the Lottery Committee, in the selection of a proper spot for tanks.”

“ That a letter be written to Kowma Bunwarree Lall, requesting payment of the twenty thousand rupees still due on his promised subscription of forty thousand rupees.”

“ That voluntary contributions of small sums be solicited for the purpose of defraying current expenses, and that the subscribers who have not paid be requested to fulfil their engagements.”

“ The difference between this sum and that of the expenditure was satisfactorily accounted for in the abstract submitted along with the report, it having been made good in another shape.



## BENGAL MEDICAL RETIRING FUND.

The Temporary Committee of management held a meeting at the rooms of the Asiatic Society on the 9th February.

The chair having been taken by Dr. Corbyn, and Mr. Mercer having been elected temporary Secretary, certain letters were read signifying the assent of different Medical gentlemen to the principles of the fund. The following resolutions were then proposed and carried.

1. That the names of such individuals as may be thought qualified for the office of permanent Secretary to the Fund be submitted by this Committee, for the selection of the subscribers at large.

2. That every member be allowed between this and the next Meeting to prepare himself with the name of some person, or persons whom he may think qualified for the office of permanent Secretary, the whole of the names to be afterwards submitted to the service generally.

3. That this Committee recommends that the salary of the permanent Secretary shall not exceed the sum of Sicca Rupees three hundred per annum.

4. That a letter be addressed to the Military Secretary to Government, to request that the committee at Agra, having terminated their labors, and made over the further proceedings to the following gentlemen, *i. e.* Messrs Corbyn, Mercer, Wood, Hutchinson, Egerton, Pearson, and Bramley, by

whom Mr. Mercer has been elected their Secretary, that that gentleman may be allowed to frank letters on the subject of the fund; or that the Secretary to the Medical Board, or some other person, shall be allowed to do so for him.

5. That a vote of thanks be offered to Mr. Sargson Henderson, and members of the Central Committee, for the zeal, ability, impartiality, and extraordinary perseverance manifested by them in their endeavours to establish a Medical Retiring Fund.

6. That the Secretary be directed to draw up without delay a memorial to the Honorable Court of Directors, soliciting the same assistance to the Bengal Medical Retiring Fund as is granted to that of Madras, or such other assistance as they may be pleased to extend to their Medical Service on this establishment, and requesting that they will insist on all medical officers entering their Bengal Medical Service in future becoming subscribers to the Fund, the same to be forwarded to Government through the Military Department.

7. That the minutes of this meeting, after being prepared by the Secretary, shall be submitted to the Members of the Committee individually, and afterwards that the Editors of the different papers at the Presidency be requested to publish them in their papers for the information of the service generally.

8. That this Committee re-assemble this day fortnight at the same hour and place.

## MEETING AT THE FREE SCHOOL.

A meeting of Subscribers and Donors to the Free School, was held at the school on Thursday the 14th February for the purpose of taking into consideration the Report of the Committee appointed on the 29th of September last. The extreme length of the proceedings, and the difficulty of abbreviating the speeches that were given (which if published would occupy at least twenty or thirty pages) so as to retain the essence of what was said, without doing injustice to the argument on either side of the question, oblige us to confine ourselves merely to what was done, and to omit the greater part of what was said.

On the motion of Mr. Plowden, Mr. Martin was called to the chair.

The Reverend Mr. Fisher in a speech of some length, complained of the want of courtesy that had been displayed towards the Governors in calling the meeting without reference to them, and alluded to the words included between parentheses in the advertisement (actual or intended) against which he strongly protested.

Mr. McFarlan on the part of himself and fellow Committee men disclaimed any want of courtesy towards the Governors, but observed that they considered themselves constituted by the general body of the subscribers, to whom, and to whom alone they held themselves responsible, and to whom, whether directors, donors, or any one else, they had intimated by a public advertisement, that their report was in readiness.

After a little more discussion on the subject of the words before alluded to in the advertisement, the report of the Committee, which has been printed, and to which we refer our readers, was read by Mr. McFarlan.

After a discussion of some length it was decided that the following statement, which was written by Dr. Tytler after the publication of Mr. Sutherland's defence, and which has not yet appeared in print, should be read before the meeting. It was accordingly read by Mr. Adam.—

"After all that has been said at our different meetings it may be superfluous to add any thing at this time; nevertheless, having been appointed one of the members of the committee, I consider myself in some degree intrusted with the interests of the general subscribers, and in this situation can not feel justified in passing over Mr. Sutherland's letter without some notice.

In doing this I beg it will be kept in mind that the committee are acting for the interest of 300 of the most helpless of human beings, and that lenity to an individual may be the highest cruelty to them.

Upon the most careful and unprejudiced review in my power to make of what has been brought against Mr. S and of his defence, the conclusion I have come to is this. Mr. Sutherland could act in the school in one of two capacities only, either as contractor or purveyor. He might be either, but could not possibly be both. He had acted as contractor, there is no doubt he would have been just.

tified in purchasing articles as cheaply as he could induce it to pay, but in this case he would have been entitled to no salary. Now, Mr. S. did receive a salary and consequently was purveyor; the salary necessarily stood in place of all profits, and he was bound to procure and supply every article to the Institution at the cheapest rate in his power. These principles are so universally acknowledged and known that it would be superfluous to prove them, and to suppose Mr. S. not to know them is, to suppose such a degree of ignorance as to render him unfit for any situation of trust whatever. All such transactions, therefore, as that which he describes between Messrs. Thacker and himself about the Europe paper, were totally unjustifiable. If he knew or supposed that paper could be procured by ordering it from England cheaper than getting it here, it was his duty as purveyor to have stated this to the Governors and got their authority for ordering it out.

In this country we are so accustomed to the pilfering of our servants and to paying them about what we know to be just that we are apt to consider such transactions merely as things of course. But custom cannot alter the nature of things, nor can native practice make that right which is essentially wrong.

This is the view I should take, even had Mr. S.'s profits been moderate, but it must be remembered he charged the enormous rate of 16 rupees per ream for paper that could have been procured for 12, a difference of 33 per cent. To say, as Mr. S. does, that this was done to cover his risks is almost an insult to the understanding of the Committee, as no one in his senses could possibly listen to such an assertion. The risk (which it is to be observed he was never authorized to run) could not have been 4 annas per ream if so much. It is equally a mockery to say that Mr. S. profited nothing by the transaction. It is in fact saying that if 100 rupees are put into a man's pocket and only 70 taken out, nothing will remain.

I have dwelt longer on this transaction of the paper because all the circumstances respecting it are acknowledged by Mr. S. and there is no room for dispute about their accuracy, but it is obvious that similar conclusions are to be drawn from every transaction of a similar kind when proved.

Such is the nature of the case, supposing the whole consumption of paper accounted for, but till the accuracy of Mr. S.'s account be established by proper documents no judgment can be formed on this point.

The only tangible defence set up is this, That as Mr. S. was not checked by the Governors he persevered in the system above described. How far this is a justification of the transactions is to be determined by the general subscribers.

**JOHN TYTLER,**

*Member of the Free-School Committee.*

*Park Street, December 18, 1832.*

It was then proposed by Mr. W. Prinsep. That the report which has been read be received as a useful document, and recommended by the meeting to the serious attention of the Governors, and that they be authorized to carry into effect any of the suggestions or improvements which may appear to them desirable for the benefit of the institution."

Before this resolution was either seconded or put to the vote, it was remaked by several persons present, that, the report of the Committee having been read, it was but fair that Mr. Sutherland's defence should be heard in reply. This suggestion having

met with the approbation of the Meeting, a long printed defence, to which we refer our readers, as well as the report, was read by Mr. Dunsunover.

After much discussion and deulatory conversation, the Reverend Mr. Robertson made a long speech, tending to show that the accusations made by him against Mr. Sutherland were well founded, and reciting facts in support of his accusation. Dr. Corbyn made a still longer speech in Mr. Sutherland's defence, endeavouring to refute the arguments of Mr. Robertson.

Mr. W. Prinsep having pressed the putting of his motion to the sense of the meeting, Mr. Longue-ville Clarke, in a long and able speech, proposed the adoption of the two first resolutions recommended by the Committee in their report, which proposal was seconded by Mr. Pattle, who likewise spoke on the same side of the question.

After much more discussion it was decided that they should be put one at a time, which was done accordingly. They were both negatived by a majority, and were as follows:—

1. That Mr. Robertson was fully justified in bringing forward for inquiry the charges he preferred against Mr. Sutherland.

2. That a highly culpable want of management and of economy in the supply of various articles of consumption has been proved to the Committee to have existed in the affairs of the School, the blame of which must mainly rest with Mr. Sutherland, while, at the same time, they think the Secretary and Governors for the time partly responsible for these results, the necessary check and control not having by them been exerted.

Mr. Prinsep then again pressed his original motion, when the whole of the following resolutions, proposed by the Committee, were put one after the other as amendments. They were all lost, with the exception of the ninth and fourteenth:—

3. That the Government of the Institution should be constituted thus:—

*Patron*—The Governor General in Council.

*Vice Patron and Visitor*—The Lord Bishop of the Diocese.

*Joint Visitor with the Lord Bishop*—The Archdeacon of Calcutta.

*Governors*—The six Members of the Select Vestry, and six others to be chosen triennially at a General Meeting of regular Subscribers and Donors (of sixteen rupees and upwards within the year), four of these six at the least being Laymen, and one of the four a Government Officer, should the Government be pleased to appoint any one.

4. That, in the event of any triennial Meeting for the election of Governors being attended by less than three-fourths of the Subscribers and Donors (of sixteen rupees and upwards within the year) it be the duty of the Secretary to circulate the propositions submitted to the Meeting for the written votes of not less than the proportion of Subscribers and Donors above adverted to.

5. That a Secretary to the Institution, being a Clergyman, be appointed on an adequate salary to superintend, in the first instance, the whole internal management of the School and its Funds, and to officiate as Clergyman in the Church erected on the premises.

6. That the office of Purveyor be entirely done away with; that all staple articles of consumption be furnished on contracts regularly advertised, ready money purchases being made from advances of School Funds.

7. That the Head Master and Mistress grant receipts for all Articles consumed in the school, those receipts forming vouchers for bills to be regularly furnished. The Surgeon and Assistant to grant similar receipts for articles used in the Hospital. That it be the duty of the Secretary to scrutinize those vouchers, and to set them passed by two Governors, by whom checks should be drawn on the Bank of Bengal.

8. That the Hospital continue to be superintended by a paid Medical Officer, and that his Assistant be relieved from the various details unconnected with the Hospital now devolving upon him.

9. That the details mentioned in Paras. 19, 20, and 21, be pressed upon the early consideration of the Governors.

10. That the Scale of Education proposed for the Children should forthwith be raised to the standard given in Para. 34, and that immediate measures be recommended to be taken to provide competent Teachers.

11. That the Government Securities, now the property of the School, and held in the names of former Members of the Select Vestry, be vested in the name of the Governor General in Council, who might respectfully be requested to make the interest payable to the Governors of the Free School for the time being.

12. That all sums of money acquired by the School from legacies, extraordinary donations, or otherwise, of 1000 Rupees in amount or more, be forthwith vested by the Governors for the time being in the same manner.

13. That a majority of the Governors shall have authority to appropriate the interest of the Government Securities and other annual income to the current expense of the School, and that in part of the Funds vested in Government Securities, or which, by the above resolution, ought to be so vested, shall be applied to any other purpose than the current expenses of the School, unless with the sanction of a Public Meeting, consisting of three-fourths of the Subscribers and Donors of Rupees Sixteen and upwards within ten years, then resident in Calcutta, or the written votes of such proportion of Subscribers and Donors.

14. That a Report for each year of the proceedings of the Governors shall be annually submitted

to a Public Meeting of Contributors, early in the following year, and that at such Meeting the detailed Accounts of the School shall be laid upon the table for general inspection.

15. That the practice of discounting the Salary Bills of the Military Board Office, be discontinued.

It was then proposed by Mr. Adam, as an amendment to Mr. Prinsep's motion, seconded by Mr. James Sutherland, and lost by a majority—"That the Governors in the construction of a Church, at an expense of Rs. 31,453 8 6, exceeded their legitimate powers, and violated a standing rule of the Free School.

Another amendment was then proposed by Mr. Longueville Clarke. It was as follows—"That the Members of the Select Vestry be no longer *ex-officio* Governors, and that a General Meeting be called for electing six new ones in their place." This amendment was seconded by Mr. Adam, and lost.

Mr. L. Clarke then proposed as another amendment—"That the minutes of the Committee appointed to investigate the charges preferred by the Revd Mr. Robertson against Mr. Sutherland be printed and circulated." This having been seconded, was put to the vote, and lost.

The following additional amendment, having been proposed by Mr. Pattie, and seconded, was carried unanimously. "That the thanks of the meeting be given to the Committee for their zealous and indefatigable endeavours to search into and investigate the state of the institution."

Mr. Prinsep's original resolution, with an additional clause, releasing the Committee from their duties, was then put, and carried.

It was then proposed by Dr. Corbyn, seconded by the Reverend Mr. Fisher and carried. "That the meeting have viewed with great concern the serious nature of the accusations brought against an old and faithful servant of the institution, and have great satisfaction in finding that the rigid and searching scrutiny to which he has been subjected has only tended to show that there is extreme difficulty in fixing blame upon him, in other words, that he is innocent of the charges brought forward of peculation, and that he be continued in the confidence of the governors."

The meeting concluded at a little after three o'clock with a vote of thanks to the chairman.

## THE SKINNER VASE.

Whoever would be gratified with a brilliant exhibition of Calcutta skill in the fashioning of silver Cups and Vases,—let him look in at Messrs. Hamilton and Co's. As he enters the shop, he will see before him a rich line of these proud and costly testimonials of gratitude or admiration, laid out on two tables, to invite a choice, and settle (or unsettle) the taste of the gentlemen with whom it rests to order the Cup voted by the Atorities, to Mr. Hogg. One of them he will observe towering high above its gilded neighbours, far superior in magnificence, if not in beauty, to the rest, "*velut inter ignes Luna minores*." It is indeed a most splendid piece of workmanship, and by the following inscription which we have been permitted to copy, our readers will see that it is a pledge of respect nobly bestowed on the bravest Soldier of the Indian Army, whom all ranks and all classes delight to honor.

"This Vase was presented by the Governor General of British India to Lieutenant Colonel Skinner, C. B., Commandant of the 1st Corps of Local

Horse, on the completion of a Tour, during which he accompanied His Lordship with a portion of his Regiment through the States of Rajpootana. In the course of this Tour, the Governor General had the gratification of witnessing the spontaneous applause accorded to superior military merit, by a people to whom the reputation of Lieutenant Colonel Skinner, as a brave and skilful Officer, was familiar; and among whom he had displayed those efforts of early valour which afforded ample presage of his future celebrity. Desirous of conferring on so meritorious an Officer some token of his personal esteem, the Governor General has adopted this mode of testifying his sense of that sterling and unobtrusive worth which belongs, in a peculiar degree, to Lieutenant Colonel Skinner; and which has secured to him, at once, the devoted attachment of the gallant Corps which he commands, the affectionate regard of an extensive society, the repeated approbation of the Government which he serves, and the distinguished notice of his gracious Sovereign. 1852."—*Calcutta Courier*.

### PLAN FOR THE REGISTRY OF SERVANTS.

We sometime ago called public attention to the advantage that might be anticipated from a Registry Office for servants in Calcutta, if established on just and sound principles. The subject has since received the consideration of the Magistrates of Calcutta, and we are now enabled to publish the Prospectus of a Plan for the registry of servants, which we believe has obtained their approval, but which is still understood to be open to any suggestions that may tend more effectually to the attainment of the object in view. Comparing the scheme with the rules of the Colombo Registry Office, we find that it differs essentially in not providing, for a committee of inhabitants to exercise a general superintendence, to revise and audit accounts, and to report to the public, who are interested in the prosperity of the design. The proposed connection with the Police Office appears to us a proper and essential feature of the scheme, but in our view it is not less important that a public interest in its objects should be created and kept alive by the annual election of a body of managers from the householders of Calcutta. If this is not done, even if it succeed at first, which is doubtful, it will ultimately degenerate into a Government or Police job, without any right or power on the part of the inhabitants to effect a remedy, whereas if a committee of householders, annually elected should be appointed in connection with it, abuses may arise, but a door will remain open by which a remedy may be introduced. There are not the times when the community will and in the establishment of any new institution from all control over which they are excluded, although they are directly and strongly interested in its prosperity.

The grounds for proposing a plan for the above purpose are, 1st, difficulty experienced by residents and more particularly by persons newly arrived in Calcutta in providing themselves with good servants, and 2dly, the probability that a system enabling good servants to register their names and character would be acceptable to the servants themselves, and might tend to raise their character generally.

The grounds for proposing to make it a public institution are, that former attempts to establish an office have failed, chiefly it is believed, from the want of funds to continue operations when commenced, and partly no doubt, from want of confidence by the public, and by the servants themselves in the individuals setting up the office.

The present office is proposed to be opened at the Police Office, but the individual conducting it will in no way be considered a Government officer; he will have the assistance of the Magistrates and Superintendent of Police in the way of patronage, counsel, and the occasional aid of the Police officers in verifying statements made by individuals. he will not, however, receive any salary from the Office of Government.

To provide the funds necessary to support the institution at its commencement, and to give the public generally an interest in the success of the scheme, small donations are requested from individuals who may wish well to the institution.

Should the institution succeed, and acquire the confidence of the servants, it might hereafter afford facilities for instituting a Savings' Bank for servants, and its surplus funds might be applied in the way of charitable donations to the sick or impoverished, who might appear proper objects of relief.

The establishment of the office would at first be a Superintendent, receiving a fixed salary of Rs 60 per month, and a per centage on all clear gains, so long as the emolument did not exceed Rs. 150 per month, one siccar at Rs 10 per month; and 4 peons, at Rs 5 each.

2. The office itself to be in the Police compound, for economy and convenience of ready reference to the Magistrates and Superintendent of Police.

3. The Superintendent of the Registry Office to perform the following duties. To open a general registry book for entry of the names of all servants applying, to have columns as under,

Name of applicant and his father (their name and native place.	Age and descriptive roll.	Description of service.	Former service with whom, and how long.	References to books containing characters and length.	References to what persons and what accuracy.	At service or not, at any particular date.

for the accuracy and fulness of detail in all of which items, the office will be responsible.

4. Subordinate to this general book would be an indexbook of servants, classed according to description of work alphabetically, and two other books subordinate to columns 6th and 7th, containing characters and references at length, with a short note of the manner in which they may have been verified.

5. The fee for the entry of the name and character, &c. of each servant to be 4 annas. If the characters exceed two, 8 annas to be charged.

6. Persons applying at the office, to have the liberty of inspecting the register, on payment of a fee of 8 annas.

7. Should any master suit himself with a servant at the office, master and servant to pay each a fee of 8 annas.

8. The office to be responsible for nothing beyond the correctness of the verifications made as to characters, security, &c.,

9. Servants having neither written characters, nor securities, may nevertheless register their names if admitted to do so by the Superintendent.

10. Superintendent to have the power, under sanction of a Magistrate, to refuse registering any name, and to strike out a name registered, without reason assigned, and to be bound to do so in all

cases when parties are certified by a Magistrate or the Superintendent of Police, to be of suspicious character.

11. Persons making a donation of Rs. 16 or upwards to the office, to be at liberty to search the register, and hire servants through it, means, gratis. —*India Gazette.*

## SUPREME COURT.

TUESDAY, JANUARY 29, 1833.  
*Palsgrave versus Worrall.*

This was an action for crim con. The plaintiff Palsgrave is an Assistant Surgeon in the Company's service; the defendant Worrall a Captain of Cavalry. Palsgrave married his wife, in 1828, she being then 18 and he 25 years of age. A year or two after their marriage they went to stay, during the rains, at the house of Mrs Palsgrave's uncle, Colonel Barton of the Artillery, with whom Captain Worrall was on terms of intimacy. Here the unfortunate connection which led to the present action commenced. Worrall, though a married man with seven children (who however were in England) was assiduous in his attentions to Mrs. Palsgrave, and at the same time made such advances in the good graces of her husband that he was subsequently invited, when in an ill state of health, to partake of the hospitalities of the plaintiff's house at Bareilly. Thence he eloped with plaintiff's wife and carried her to Cawnpore where they lived as man and wife for six weeks until Mrs. P. left him.

Mr Turton conducted the case for the plaintiff, and the Advocate General defended the suit.

Verdict for the plaintiff. Damages 7,000 rupees.

FRIDAY, FEBRUARY 1, 1833.

*Ferguson and Co versus Charles de Treto.*

This was an action to recover the sum of Rupees 15,956, for goods sold the defendant, who was the master of the French Ship *Petite Nancy*. The article purchased was Indigo, for which defendant gave an order on Mackintosh and Co, who then had in their possession funds and securities belonging to the owners of *La Petite Nancy*, greater in amount, than the sum claimed. Some delay took place in presenting the draft or order to one of the partners in Mackintosh and Co's house, for payment, and in the mean time the house failed.

## POLICE OFFICE.

FRIDAY, FEBRUARY, 1, 1833.

### DISRATING—IMPORTANT TO COMMANDERS OF SHIPS.

Mr. John Davis Mackenzie charged Captain Tullis, the commander of the *Benacoulen*, with disrating him from the rank of a second mate of that vessel, and Mr Charles Barker, the chief officer, for having assaulted him. Captain Tullis admitted the fact of disrating the complainant and alleged as a reason for doing so the incompetency of complainant to perform the duties of his office,—which incompetency Mackenzie had acknowledged in a letter—and his having made erroneous entries in his log book, which book he afterwards refused to shew.

Mr. Robison, the sitting Magistrate, gave it as his opinion that if any officer were disrated and made to perform the duty of a seaman, as it was not an arrangement originally contemplated by the parties, and would not be sanctioned by law, damages might be recovered by the injured party; but that if the officer had been guilty of imposition in stating that he was competent to perform certain duties, for which he was not at all qualified, he

might be disrated and taken home as a Charter party passenger.

With regard to the assault it did not appear in evidence that any thing beyond a slight push had been given to the complainant. Mr. Robison therefore, merely bound Mr. Barker down in 1,000 Rs. to keep the peace towards Mr. Mackenzie, by which was meant not only the non commission of any assault but the abstaining from causing any punishment to be inflicted, or enforcing the performance of seamen's duty on Mr. Mackenzie.

Mr. Nicholson, the attorney, who attended gratuitously on behalf of the complainant, was very anxious that Mr. Barker should be bound down to answer the charge of assault at the sessions, his client being at the same time bound to prosecute. Mr. Robison refused to do this as it would probably cause an unnecessary detention of the vessel, since all complaints might be made in England with the same effect as here. Mr. Nicholson still persisted; but Mr. Robison continuing firm in his refusal, Mr. N. declared he should send to England, copies of the return made by Mr. R. to the Clerk of the Crown, in view, as it is supposed, to bring the matter before the Consistorial Court in England.

## MISCELLANEOUS OCCURRENCES.

FROM THE 1st OF JANUARY TO THE 20TH FEBRUARY, 1833.

Messrs. Mackintosh and Co. suspend their payments.

The students of the Hindoo College present Horace Haymaff Wilson, Esq. with two massive pieces of plate.

Three gentlemen of H. M.'s *S. Curacao*, are committed for trial at Bombay to answer for the death of a brother Officer.

Accounts from Bhurtpoor mention that in consequence of several flights of Locusts and a scarcity of rain the crops in that part of the country have been greatly damaged, and grain thus become cheaper in the town than in the country.

The Indigo Factory of Mr. Harvey, at Peeroozabad completely destroyed by fire.

Government prohibits the stoppage of boats for the purposes of search by the Custom House establishments, any where to the westward of Allahabad, with a few specified exceptions.

The *Moofussil Akbar* gives deplorable accounts of the state of the territories southward of Nowar, under the Gwalior Rajah, arising from mis-administration.

Lieut. R. H. Turnbull, Adjutant of the 24th Regiment N. I. receives a mortal wound in a *Dour*, or skirmish with the Chooars.

The Hon. Wm. Blunt, embarks on board the *Duke of Buccleugh* for the Cape, and is succeeded in Council by Mr. A. Ross.

The Catholic Inhabitants of Calcutta, hold a meeting to elect a Committee for the purpose of carrying into effect measures for providing English Pastors.

The Assignees of Palmer and Co. appoint Mr. R. C. Jenkins their Agent and Secretary and the Bank of Bengal their Treasurers.

News arrives that the *James Sibbald*, Darby, from Calcutta to England, grounded on the north point of the bay of Masulipatam—The Silk and Indigo which formed part of the Cargo, were saved by the exertions of the Captain, aided by the master attendant at Coringa, and the whole of the passengers and crew were landed in safety; but the vessel went to pieces in spite of every effort to save her.

An ordination held by the Bishop of Calcutta at St John's Cathedral, when two Deacons and seven Priests are ordained.

A boy about twelve years of age is bitten to death, and two natives die from excessive drinking; the Coroner endeavors to unpunish a jury to enquire into these deaths, but is frustrated in his object, his summonses being disregarded.

Information received of Cholera and fever raging dreadfully in Jessore.

A letter from Gwalior states that it is decided that the Regent Rance is to continue in the Government.

The Reverend Joseph Wolff, sends a challenge to the Roman Catholic Clergy, resident at Calcutta, to dispute with him on points of theology.

Three distinct shocks of Earthquake are felt in the Northern Concan, Western India.

The Lord Bishop of Calcutta consecrates the Howrah Church.

Slight shocks of earthquake are felt at Daman and Bassam, West of the Indian peninsula.

The *Hugh Lindsay*, steamer, leaves Bombay on her last voyage to Suez.

Dr. Palgrave obtains 7000 Rs. damages in an action against Captain Worrall for crim. con. with Mrs. Palgrave.

A Mrs. Fast, Mr. Rushworth and a Mr. Desne, are committed by the Police Magistrate on a charge of forging Sir Charles Metcalfe's name on a draft.

Better accounts than heretofore received, arrive from the Chooar country.

An Epidemic fever prevails in Calcutta.

The Recorder of Penang leaves Calcutta on the Irawaddy steamer for Penang.

Intelligence is received of the *Asia Felix*, from Calcutta to Bombay, having been dismasted in a hurricane.

The Governor General reaches the Presidency, on his return from the upper provinces, with the view of proceeding to Madras in the *Enterprise* steamer.

The H. C.'s steamer *Enterprise* arrives from Penang bringing intelligence of the death of Sir Wm. Russell, the Chief Justice of the Calcutta Supreme Court.

The Roman Catholics of Calcutta upon a subscription for the purpose of forming a fund for procuring the services of British or Irish Catholic pastors.

Signor Masoni gives a concert at the Town-hall.

The Bombay papers state that the plague has entirely ceased at Bushire, and the neighbourhood.

The Madras papers mention that the Cholera is raging at that Presidency.

A Coroner's Inquest sits on the body of one Fazil a Nepalese merchant, and returns a verdict of Wilful murder against his servant, one Mahomed Suffick.

Lady William Bentinck arrives at the Presidency and receives visitors at Government House.

Mr. J. W. Hogg retires from the offices of Registrar on the Equity, Ecclesiastical, Admiralty and Vice Admiralty side of the Supreme Court, and is succeeded by Mr. Theodore Dickens of the Calcutta bar as Registrar on the Equity and by Mr. Smoult as Registrar on the other sides of the Court. Mr. Dickens also succeeds Mr. Smoult as Prothonotary.

The Mauritius papers give an account of a duel fought between two midshipmen of H. M.'s ship *Isis* in which one of them is killed.

Intelligence received of the death of Ferdinand, King of Spain.

**CIVIL SERVICE ANNUITY FUND.**

At an Annual General Meeting of the Subscribers held at the Town Hall, on Tuesday, the 1st January, 1833.

Mr. R. H. Ratray was unanimously called to the Chair.

The Accounts of the year 1831-32, were laid on the table, passed, and signed by the Chairman.

**UNAPPROPRIATED FUNDS.**

Balance on the 30th April, 1831,.....	2996276	2	6	179776	9	1
Hon. Company's Donations of 1830-31,..	375519	3	2			
Deduct 6 per Cent. Interest on Sa. Rs. 92355, agreeably to Art. 62 of Regulations,	5541	4	9			
	369977	14	5	22198	10	9
Interest on the Monthly Subscriptions of 1830-31,.....	12054	15	11	723	4	9
Subscriptions received in 1831-32,.....	406370	1	10	0	0	0
Fines received from 7 Annuitants in 1831-32,.....	283379	0	9	0	0	0
	4068058	3	5	202698	8	7
				4068058	3	5
				4270756	12	0
Deduct, Establishment of the Fund,.....	10878	9	0			
Value of 7 Annuitants transferred to Appropriated Funds,	671600	0	0			
				682478	9	0

Balance on the 30th April, 1832,..... Sa. Rs. 3588278 3 0

**APPROPRIATED FUNDS.**

Balance on the 30th April, 1831,.....	1973205	7	9	118392	5	3
Value of 7 Annuitants from Unappropriated Funds, ....	671600	0	0	0	0	0
	2614805	7	9	118392	5	3
				2644805	7	9
				2763197	13	0

Deduct,  
Amount paid by the Hon'ble Court to 26 Annuitants of the year 1831-32, ..... 255080 0 0

Balance on the 30th April, 1832,..... Sa. Rs. 2508197 13 0

Total Balance of the Funds,..... Sa. Rs. 6096476 0 0

Proposed by Mr. C. J. Middleton, and seconded by Mr. John Colvin,  
That the Managers to the past year, viz. Messrs. A. Ross, Henry Shakespear, George Saunders, G. J. Siddons, and F. Macnaghten, be requested to continue in Office.

Carried unanimously.

The appeal of Messrs. Fergusson and Co. on behalf of the Hon'ble A. Ramsay, submitted by the Managers to the General Meeting, with the Summary of the case prepared by the Secretary, and the Correspondence connected with it, was read by the Chairman.

Mr. C. J. Middleton proposed that the request of Mr. Ramsay be complied with, and that an Annuity be granted to him, commencing from the 1st May, 1832.

Mr. W. F. Dick seconded the proposition.

The question was then put from the Chair, when it appearing that seven voices were in favour of the proposition and four dissentient, under Rule 26 (by which the concurrent voices of nine Members at least actually present are requisite to determine any question whatever,) it was considered not carried.

Proposed by Mr. W. F. Dick, and seconded by Mr. John Colvin.

That the thanks of this Meeting be given to the Chairman.

(Signed)

R. H. RATTRAY, *Chairman.*

*Civil Service Annuity Fund Office, Jan. 1, 1833.*

## SILK MART,—JANUARY 1, 1833.

## NO. 23.—REPORT UPON BENGAL RAW SILK.

We may almost report a total cessation of private trade in this article—scarcely a single transaction has taken place during the month for Europe Markets, but from the demand for the Company, prices still remain very high at all the Aurungs, while the state of the English Markets up to the 10th August last, continues to be without any improvement.

*Particulars of Importations and of price to 31st Dec. 1832.*

Mds.	18	0	Baulcah, of inferior quality, one sale at 9 3 per bazar seer, only a few mds. remain in the market.
"	7	24	Cossimbazar, not exposed for sale, none in the market.
"	70	10	Radnagore, a few sales at from 9 12 to 10 4 per bazar seer, none remains for sale.
"	4	5	Hurripal, not exposed for sale, and none in the market.
"	35	47	Country wound.
"	22	20	Waste and inferior.
"	158	16	Total.

*Exportation of December.*

To London, .....	bales	51	maunds	82	26	15
" Liverpool, .....	"	6	"	11	0	0
" Madras, .....	"	24	"	24	0	0
" Bombay, .....	"	1	"	1	13	0
Total, .....		82		118	39	15

1st FEBRUARY, 1833.

## NO. 24.—REPORT UPON BENGAL RAW SILK.

RAW SILK—We have nothing to remark upon this article. The market continues to be totally inactive—only one small transaction having taken place during the past month. Prices at the Aurungs continue at too high a rate for Europe purchases. The November Bund has turned out to be almost a total failure; the Company's investment will consequently be far short of their expectations.

*Particulars of Importation and Prices to 31st January, 1833.*

Maunds.			
4	0	0	Cossimbazar, not exposed for sale.
66	0	0	Radnagore, of inferior qualities—only one sale of 23 maunds, at 10 2 per bazar seer, for the Madras market.
15	25	8	Hurripal, not exposed for sale.
359	29	0	Radnagore Waste.
445	14	8	

*Exportation of January.*

To London, .....	Bales	5	mannds	10	20
Liverpool, .....	"	5	"	9	0
Madras, .....	"	50	"	78	22
Bombay, .....	"	21	"	51	20
		81		149	22



## INDIGO MART,—JANUARY 2, 1833.

## NO. 7.—REPORT UPON THE MARKET-CROP OF 1832.

Great activity has continued in the market since our last report of the middle of the past month owing perhaps more to active speculation upon the present position of the Trade here and the probability of a large diminution this year of the supplies for cultivation than to the circumstance of the Company having at last come into the market as purchasers. Shipments of about 4000 chests under Company's advances have also tended to keep up prices by rapidly clearing the market. The Company are giving about the same prices as last year. Foreign purchasers have come actively into the market and several parcels have gone off during the last week at advanced prices say from 5 to 10 per maund, and very little of fine quality remains on shew. There has been less of this description than was expected but also considerably less of the inferior qualities, and these are fetching better prices than they did last year.

The importations to the 31st December amount to—

	Chests.	Maunds.
By European consignees,.....	15398	64921
Native ditto, .....	3543	10421
Total,.....	18941	75342

An estimate of crop has been in circulation which would contradict the probability of its exceeding our former statement of maunds 126,000.

The principal sales since the 18th December are :—

	Chests	Ra.	
WW Dacca, coarse to good red violet, .....	about 350	at 128 to 130	England
TL Jessore, middling to good and fine violet, ..	" 130	125	140 France
O & E Ditto, fine violet to fine purple, .....	" 240		140 Ditto
JSP Nuddea and Jessore, ditto ditto, .....	" 427		142 England
KF Nuddea, good consuming to fine violet, ....	" 195		135 Ditto
T&Co.BD Ditto, coarse, to good consuming broken, ..	" 110		105 France
Razett Jessore, fine violet to purple and fine blue, ..	" 150		140 England
T&Co.BB Nuddea, ditto, .....	" 110		135 Ditto
D & Co. Ditto, doll violet to fine blue, .....	" 180		142 Ditto
B Mymeusing, coarse and good consuming, ..	" 70		123 America
B HI Morshedabad, fine violet & purple cracked ps	" 137		125 England
LCD Purneah, coarse consuming .....	" 100		115 Ditto
UR Moorsheadabad, coarse to good red violet ..	" 125		128 Ditto
P & Co. Dacca, ditto to good consuming, .....	" 196		122 Ditto
DC&Co. Nuddea, good dark, violet, purple and blue,	" 250		145 Ditto
IM A Mirzapore, pale to good violet, .....	" 150		120 Ditto
IF Boglipoore, good to fine consuming, .....	" 125		125 Ditto
GC Nattore, ditto, .....	" 180		125 Ditto
DA Jessore, good to fine, purple violet, .....	" 400		140 Ditto
KM Nuddea, good dark violet, .....	" 250		145 France
F&B Jessore, coarse red to fine purple, .....	" 150		145 Ditto
Z C Tyrlhoot, coarse red consuming, .....	" 180		122 America
E K H Dacca, good ditto, .....	" 150		135 England

Native Indigo has been eagerly sought after at rather increased prices, some of fine quality has fetched from Rs. 120 to 138, about 600 chests have been purchased principally by foreigners. The Company have already purchased about 900 chests, and very considerable tenders are still before them.

The fourth Auction sal. went off this day with great spirit, low qualities broken and rejected chests fetching excellent prices from 95 to 115. Dust 40 to 70.

The fifth sale will be on Wednesday, the 9th instant.

## Total Exportation to 31st December.

	Chests.	Maunds.
To Great Britain, Private, .....	7,209	25,794 35 14
Company's .....	198	742 17 4
" France, .....	1,294	3,963 12 10
" America, .....	523	1,568 23 0
" Bombay, .....	23	110 9 0
" Gulph, .....	4	20 0 0
Total, ....	9,251	32,199 17 12

JANUARY 22, 1833.

## NO. 8.—REPORT UPON THE MARKET-CROP OF 1832.

Great activity continues since our last Report of the 2d instant, although purchases for the French Market have been nearly completed, and those for the American Market are limited in extent, still prices are fully maintained with some inclination to increase, and the lower qualities, which now form the greater part of the remaining Stock, are fetching prices beyond their comparative value. At last Wednesday's auction, the bidding was extremely active, and some parcels of mixed Native, and broken rejections went off at advanced prices; on dust and broken, an increase of Sa. Rs. 10 may be quoted. The daily importations are becoming very slack, and by many the estimated quantity still to arrive does not exceed 8000 Maunds.

The Custom House Reports to Saturday exclusive are :—

	Chests.	Maunds.
By European Consignees.....	25151	100590
Native ditto, .....	4035	11885
Total,.....	29189	112475

The Company's purchases amount to 3800 chests—they are still in the market, and it is supposed will require maunds 8000 more to complete their investment. The principal sales are :

	Chests.	For
KF Kishnagur, middling to good quality, .....	179 at 135	England
MH } Jessore, strong and coarse ditto, .....	56	125 Ditto
HP } Ditto ditto, and fine ditto, .....	123	135 Ditto
JS } Purneah inferior ditto, .....	51	110 Company
IM } Jessore, strong, middling ditto, .....	89	135 Ditto
GB } Benares, weak, shewy ditto, .....	57	120 Ditto
BB } Purneah, strong, ordinary ditto, .....	76	115 Ditto
LH } Mirzapore, weak and ordinary ditto, ..	167	120 Ditto
HM } Nuddeah, strong, coarse ditto, .....	122	120 Ditto
A } Rajeshye, ditto, .....	63	125 Ditto
I & F } 24-Purgunnahs, good violet ditto, .....	47	140 Ditto
R } Jessore, ditto ditto, .....	269	145 Ditto
EM } Purneah, strong, ordinary ditto, .....	85	125 Ditto
KP&PC } Rajeshye, middling and ordinary ditto, .....	36	125 Ditto
CM&Co. } Jessore, strong and good ditto, .....	90	135 America
JA } Benares, shewy weak ditto, .....	38	125 France
CM&Co. } Mirzapore, dull weak ditto, .....	26	130 Ditto
&MS } Tirhoot, strong and coarse ditto, .....	124	125 Ditto
W } Nuddeah, good and strong ditto, .....	211	138 Company
C & Co. } Tirhoot, middling ditto, .....	69	133 France
C } Nuddeah, good and fine ditto, .....	322	140 England
F & Co. } Coliang, shewy specky ditto, .....	129	135 Ditto
DF } Dust, good ditto, .....	30	60 France
B } Nuddeah, fine violet ditto, .....	53	145 Ditto
SF } Tirhoot, strong, ill conditioned ditto, .....	99	130 England
MD&Co. } Nuddeah, good and fine ditto, .....	154	145 France
F } Ditto, good and middling ditto, .....	62	130 Ditto
H & Co. } Jessore, good to fine violet, .....	128	140 Ditto
H & Co. } Purneah, ditto ditto, .....	170	135 Company
L } Nuddeah, good to fine purple ditto, .....	344	157 England
P & Co. }		
FB }		
FH }		

*Total Exportsations to 19th January, 1833.*

		<i>Chests.</i>	<i>Mds.</i>	<i>Srs.</i>	<i>C.</i>
To Great Britain.	Private,.....	11365	41091	25	3
	Company, .....	1313	4925	3	2
France,.....		5989	19785	33	5
America,.....		1463	4515	13	13
Bombay,.....		47	181	37	12
Gulph,.....		28	91	28	12
Lisbon,.....		39	142	1	2
Total,.....		20244	70733	28	1

1st FEBRUARY, 1833.

## NO. 9.—REPORT UPON THE MARKET AND CROP OF 1832.

INDIGO—Our last Report extended to the 21st ultimo, and was purposely given in the middle of the month, in consequence of the unusual activity in the market and eagerness of buyers to conclude their purchases before the Market became bare. Foreign purchasers have now almost entirely completed their investments, and a decided calm has ensued. There are, however, many orders yet unexecuted, and very little Indigo remaining in any of the warehouses unsold. The total quantity in the Market may be assumed at 10000 maunds, of which 3000 are in Native hands.

The Company have purchased 5,177 Chests, containing 18,425 maunds, and have granted advances on 8,023 Chests.

They are still in the market at former prices, which are fully maintained, and we think not likely to decline.

The total importation per Custom House report is—

By European Consignees,.....	Chests	26,665	maunds	1,05,961
By Native ditto, .....	"	4,172	"	12,345
Total,.....		30,837		1,18,306

We find that the Agency Houses have still 1,600 maunds to receive.

The total Crop is therefore not likely to equal that of last year, at any rate not to exceed it, viz. 1,22,000 maunds.

The only important sales since our last have been—

		<i>Chests.</i>	<i>For</i>
H&S	Tyrhoot, middling, to good consuming, .....	160	125 France
JHS	Benares, good and shewy, blue violet,.....	30	130 England
[C]	Ditto, middling to good dull violet, .....	38	138 France
P	Mirzapore, ditto ditto,.....	43	135 Ditto
HM	Jungypore, good to fine and shewy violet, ...	740	145 by the Company.

*Total Exportsations to 19th. and from 20th to 31st Jan. 1833.*

To Great Britain.	<i>Chests.</i>	<i>Maunds.</i>	<i>Chests.</i>	<i>Maunds.</i>
Private,.....	11,365	41,091 25 3	1,967	7,316 12 11½
Company,.....	1,313	4,925 3 2	261	1,016 18 2
France,.....	5,989	19,785 33 5	546	1,962 37 7½
America,.....	1,463	4,515 13 13	243	649 10 0
Bombay,.....	47	181 37 12	none.	
Gulph,.....	28	91 28 12	363½	938 26 12
Lisbon,.....	39	142 1 2	16	49 19 0
Total,....		20,244 70,733 28 1	3,896½	11,933 4 0½

We have just heard that the Insolvent Court have passed an Order for carrying on all the approved factories of Messrs. Alexander and Co. for the present season—There is still however a considerable reduction in the outlay, as well as in the expected returns, not only of these concerns, but of those of all other houses.

PRESGRAVE AND CO.

# AGRICULTURAL AND HORTICULTURAL SOCIETY.

At a meeting of the Agricultural and Horticultural Society held in the Town Hall on Friday the 25th January 1833. for the election of Office bearers for the present year and other business.

Present—Sir Edward Ryan, President, in the Chair.

The following letters were read.

From Assistant Surgeon William Stevenson, Lucknow Residency, dated 31st ultimo, intimating that it is the wish of several European Gentlemen to establish a Branch Agricultural and Horticultural Society, at that place, and which they hope will be patronized and supported by His Majesty, and his Courtiers, and, in consequence, request advice from this Society, how they should proceed, and also to be furnished with a copy of its Rules and Regulations.

The Secretary was requested to express the satisfaction of this Society at the contemplated Institution and to recommend its being formed on the same footing as the Dinapore Branch Society. He was also requested to send a copy of this Society's Transactions and Rules to Lucknow.

From Major Powney dated Ichapore, 1st instant, mentioning that he expects some Orange plants of a peculiar description from Arracan, and offering to place them at the Society's disposal.

The Secretary was requested to return the thanks of the Meeting to Major Powney, and to state that the Society would be glad to receive the Orange plants for trial in the Allipore Garden.

From Mr. A. Speira, dated Allahabad 7th instant, requesting Cotton and Tobacco seeds to be forwarded to him through Messrs. Colvin and Co. for the purpose of being distributed and planted in the district.

The Secretary was requested to acquaint Mr. Speira that a supply of Cotton and Tobacco seeds would be forwarded to him according to his wishes.

From Mr. A. Colvin, dated 8th instant, annexing copy of a letter from Major Colvin, dated 26th ultimo, suggesting that part of the supply of Cotton Seed, intended to be sent to him by the Society, should consist of acclimated seeds.

From Mr. E. Kent Hume dated 23d instant requesting payment of the prize awarded to him by the Society on 6th August last, for having produced the best specimen of the Foreign Tobacco.

The Secretary informed the meeting that as Mr. Hume was about to return to Dacca, he had replied to the letter and informed Mr. Hume that the subject of it was already under the consideration of the Society.

From Rajah Kalee Kissen Bahadur dated 19th and 23d instant, presenting a specimen of the Bayl fruit, upwards of 21 inches in circumference, produced in his Zemindary in the 24 Pargunnahs, and furnishing particulars as to the uses to which the fruit is applied by the natives.

From Captain James Roxburgh, dated Azra, 7th September last, presenting in the names of himself and his brother Captain Bruce Roxburgh, the 3d, and last volume of their father's "Hwa Indica" of which they had already presented the two 1st volumes.

The Secretary was requested to communicate to Mr. and Captain Roxburgh the thanks of the Society for this valuable present.

The Secretary intimated that he had been instructed by Mr. Ballard to withdraw his name from the list of Subscribers.

Resolved that Mr. Ballard be requested to accept the situation of "Resident Honorary Member" and to continue his valuable assistance to the Society, both at the public meetings and in the several committees of which he had been so long a member, and that the secretary communicate the above resolution to him.

Mr. Bridgeman, through Mr. Hurry, acquainted the Society that he had taken a large tract in Rungpore, on which he intended to cultivate Cotton largely, and requested to be supplied with Cotton seed.

Resolved that Mr. Bridgeman's wishes be complied with, to the utmost means of the Society.

Mr. Hurry informed the Meeting that a quantity of the best Cotton Seed of the best description

the Society at prime cost and charges, and which he, Mr. Hurry, recommended should be purchased, as there were now some doubts of the Georgian's coming to Calcutta, on which the Society expected to receive their commissioned Cotton and Tobacco Seed.

Resolved, that the Secretary, in conjunction with Mr. Hurry be authorized to buy the Seed on the terms offered.

From Capt. Richmond, Secretary to the Garden Committee dated this day submitting Abstract Statement of the expense of Allipore Garden for 1831 and 1832, exclusive of ground rent, as well as of the number of Plants distributed from the Garden during the same period, and informing the Society that he had received into the Garden a number of Tea Plants, lately brought to this country from China by Mr. Nath. Alexander.

The Meeting proceeded to the election of Office Bearers for the present year, as well as the members of the several Committees, when the following were declared duly elected.

**President.**—The Hon'ble Sir Edward Ryan.

**Vice Presidents.**—The Revd. Dr. W. Carey.

Nath. Alexander, and Baboo Radcanath Deb

**Secretary.**—C. K. Robison, Esq.

**Assistant ditto.**—John Carr, Esq.

**Foreign ditto.**—H. Piddington, Esq.

**Treasurers.**—Bank of Bengal.

**Native Secretary and Collector.**—Baboo Ram Comul Sen.

**Paid Clerk.**—Mr. Furie.

## AGRICULTURAL SOCIETY

**President.**—Sir Edward Ryan.

**Secretary.**—C. K. Robison, Esq.

**Members.**—Sir Robt. Colquhoun, Bart. Geo. Ballard, Wm. Bruce, Wm. Patrick, Jas. Kyd, Willis Earle, Jos. Willis, Jas. Calder, W. C. Harry, John Abbott, H. J. Piddington, Wm. Storm, John Master, A. Muller, and Nath. Alexander, Esquires; Rajah Kalee Kissen Bahadur, Baboo Radcanath Deb, Dwarkanath Tagore, Prasanna Comar Tagore, Radamadub Bonnerjee, Ram Comul Sen, and Biswanath Mottee Lall.

# SUB-AGRICULTURAL COMMITTEE FOR THE MANAGEMENT OF AKRA FARM.

*President*—Sir Edward Ryan.

*Members*—who visit the Farm, two and two, in rotation weekly :

Geo. Ballard, Esq. .... Radamadub Bonnerjee.  
John Abbott, Esq. .... Dwarkanath Tagore.  
Jas Kyd, Esq. .... A Miller, Esq.  
Jas. Calder, Esq. .... John Master, Esq.  
C. K. Robison, Esq. .... Wm. Storm, Esq.  
Willis Earle, Esq. .... Joseph Willis, Esq.  
Mr. J. M. DeVerrine, paid Superintendent of the Farm and Clerk to the Committee.

## HORTICULTURAL OR GARDEN COMMITTEE.

(Meets every Thursday afternoon at the Garden.)

*President*.—Rev. Dr. W. Carey.

*Secretary and Superintendent of the Society's Garden at Allipore*.—Captain Richmond.

*Members*.—Sir Robert Colquhoun Bart, Sir Thomas Ashurst Knt. Wm. Ainslie, Geo. Ballard, Nath. Alexander, Jas Kyd, C. K. Robison, A. Colvin, Jas. Fattle, John Abbott, John Master, and Robt. Barlow, Esqrs, Rajah Kalee Kissen Bahadoor, Baboos Radcanth Deb, Dwarkanath Tagore, Cassinath Mulhock, and Ram Comul Sen.

## COMMITTEE OF PAPERS.

*President*.—Rev. Dr. W. Carey.

*Secretary*.—C. K. Robison, Esq.

*Members*.—W. C. Harry, James Calder, Nath. Alexander, Wm. Ainslie, A. Colvin, H. Piddington, John Abbott, Geo. Ballard, and Joseph Willis, Esqrs.

and Baboos Radcanth Deb, Dwarkanath Tagore, and Ram Comul Sen.

Rajah Kalee Kissen ascribes various medicinal virtues to the Bayl fruit, and mentions that it is used by the inhabitants of this country both in its green and ripe states; in the former, it is roasted by fire, or plunged into boiling water; the hard shell is then broken, and the seeds and string parts thrown away but the pulp is retained and eaten after being sweetened with sugar or treacle. It is given in all cases where astringent medicines are beneficial, this being considered the best. It is also preserved with sugar in the green state, and used as a confection, in the same class of complaints.

When ripe, the pulp becomes sweet, and is used in two methods, namely as Sherbet, in which form it proves a cooling beverage and febrifuge; and in its natural state, either with sugar, or without.

Abstract statement of the Expenses of the Allipore Garden, for the years 1831 and 1832, also of the number of Plants distributed from the Garden, during those years.

Years.	Total expense of each year.	Numbers of Plants distributed in each yr.		
		Fruit.	Flower.	Total Plants
For 1831.	Rs 1596	A. 6	P. 0	2827 3762 6589
" 1832 ..	1358	6	0	2912 3662 6574
Saved to the Society in 1832....	237 10 6	Less than No. distributed in 1831..... 15		

(Signed) A. F. RICHMOND, Secy. Gard. Comt. Allipore, 25th January 1833.

## MEDICAL AND PHYSICAL SOCIETY OF CALCUTTA.

*Proceedings of the Meeting held on the 5th January, 1833.*

### MEMBERS ELECTED.

Dr. Morehead, Assistant Surgeon, Bombay service, was elected a Member of the Society; and Dr. Joseph Brown, of Sunderland, was elected a Corresponding Member.

### MEMBERS PROPOSED.

James Johnston, Esq. Assistant Surgeon, H. M. 62d foot, and James Downard, Esq. Assistant Surgeon, Madras service, were proposed by Dr. Mouat and Mr. Tytler; Mr. Lindly, Member of the London College of Surgeons, was proposed by Mr. Pearson and Mr. Twining. And Muddusoodun Goont, professor of medicine in the Saucrit College, proposed as a corresponding Member by Mr. Wilson and Mr. Twining.

The Ballot was then taken for the election of a President; and for the other office bearers for the ensuing year. The following Gentlemen were declared duly elected.

J. Langstaff, Esq. *President*.

J. Tytler, Esq. *Vice President*.

W. Twining, Esq. *Secretary and Treasurer*.

C. G. Egerton, Esq. *Assistant do. do.*

J. Grant Esq.

H. S. Mercer, Esq.

W. Cameron, Esq.

J. M. Brinley, Esq.

A. R. Jackson, Esq.

J. T. Pearson, Esq.

J. Grant, Esq.

H. S. Mercer, Esq.

W. Cameron, Esq.

J. M. Brinley, Esq.

*Committee of Management.*

*Committee of Papers.*

### COMMUNICATIONS PRESENTED.

1. A successful case of Lithotomy on a Native, with the calculus that was extracted, by W. Darby, Esq.

2. A note from Dr. Campbell, of Katmandoo; accompanied by several specimens of Goutre in Animals. A specimen of the Fungulous Tumor of the ear of the human subject, which is common among the inhabitants of Nepal. Also a specimen of a Tumor removed from a dog.

3. A letter from Sir J. McGrigor, acknowledging the receipt of the 5th vol. of Transactions of this Society, which had been presented to the Medical Library at Fort Pitt.

4. An additional communication relative to the Penang Fever, by J. C. Boswell, Esq.

The following Medical Works were presented to the Society by Mr. Wilson, on his leaving India.

Baker on Preserving Health. Atkinson on Lithontrity. Ellison on Prussic Acid in Affections of the Stomach. Hughton's Lectures on Physiology in MS. Also the works of Hippocrates, Dioscorides Castelli, Lewis, Bell, Dennan, Smythson, Cullen, Aëtius, Smellie and Tacheron; in all 38 volumes.

The accounts of the Society for the year 1832, were laid on the table.

The Society then decided that the Monthly Circulars should be continued in the same way as for the last six months, liable to amendment according to the suggestion of Members. It is intended that in future the selections from Medical works shall comprise the most important facts relative to the progress of Medical Science, which can be deemed new and interesting in India.

Six copies of the volumes of the Society's Transactions now extant, were ordered to be placed at the disposal of H. H. Wilson, Esq. in London, for the purpose of being presented by him in the name of this Society, to such Libraries or Societies as he may think proper.

The following communications were then read and discussed by the Meeting:

Staff Surgeon W. Anderson's Sketch of the Medical Topography of Moumelin, Tavoy, and Mergui, comprising a full account of those stations. The seasons very nearly correspond with those of Bengal, being divided into the cold, the hot, and the rainy periods: the latter is much longer than in Bengal, and the quantity of rain that falls is ascertained by the Pluviometer to be much greater. The climate is stated to be remarkably damp generally, and for eight months in the year a most luxuriant vegetation is every where observed. There are generally between four and five per cent. of the Military in Hospital, and the annual deaths among Europeans amount to  $2\frac{1}{2}$  per cent., and of Natives about one per cent. The prevailing diseases are Fevers, Dysentery, Diarrhoea, Hepatitis, Rheumatism, Pulmonary complaints and Scurvy, and the Natives are subject to Atrophy, Burri Beri, and Dropsy. Febrile diseases have become less frequent and less severe every year since the station has been occupied, and the most obstinate fevers have occurred among those employed in cutting

timber in the teak forest. Scorbutic subjects, and those Natives who become affected by the Asthenic diseases above named, in general require removal to a better climate before they recover. It is worthy of remark that the Pioneer and camp followers who were exempt from night duties, rarely suffered from that class of Asthenic complaints.

Dr. Gilmere's case of Wound of the Throat was in a Burkundas who, in a fit of despondency, inflicted on himself a wound with a sword, on the 12th August; the incision being at the space between the os hyoides and thyroid cartilage, an extensive opening into the pharynx was found, without injury of any considerable blood vessel.—The wound healed very slowly, and the power of swallowing was not restored before the end of October, and even then a small quantity of fluid escaped at the remaining fistula, which had not completely closed when the patient was last seen.

Mr Davidson's fatal case of Poisoning by a Snake-bite, occurred in May 1831; the patient, a Sopo, was bitten by a snake on the side of a finger at 10 A. M. 4th May, the man soon became faint and was said to have had a fit, during which some white froth issued from his mouth, and the pulse became almost imperceptible: but these symptoms decreased after a dose of Liquor Ammoniac was given and the man walked to his house, a distance of  $\frac{3}{4}$  of a mile—He died at 3 A. M. on the 7th May. The friends would not permit an inspection of the body.

The Urinary Calculus forwarded by Mr. W. Bell was successfully removed from a Native, by Mr. Darbey of the 30th Regiment N. I. (who has several times recently performed the operation of Lithotomy on Asiatics with success.) the patient soon recovered. The stone weighed 3 x, and appears to be composed principally of Lithic Acid.

Dr. W. L. McGregor's case of Lithotomy was on a Sikh aged 24 years, named Pop Sing, a healthy man who had suffered severely from symptoms of stone in the bladder for a year. Dr. McGregor was obliged to have a straight staff, and pair of forceps made by a native blacksmith, with which and a scalpel he performed the lateral operation of Lithotomy, and extracted a stone which weighed one ounce and two drachms, measuring in its greatest circumference four inches;—the shape is a flattened oval.

## MEETING OF THE CHURCH MISSIONARY ASSOCIATION.

The ninth annual meeting of the Church Missionary Association was held on Tuesday 12th Feb. at the Old Church Rooms. On the motion of the Reverend Mr. Sandys the chair was taken at half past seven o'clock by the Reverend Mr. Deatry. The business of the evening was commenced by a hymn, in which the greater part of the meeting, which was very fully attended, joined; after which a suitable prayer was delivered by the Reverend Mr. Stevens. The Reverend Mr. Deatry then addressed the meeting to the following effect. It was scarcely necessary for him to explain to them the objects of the Association, with which he trusted they were all acquainted, though he would slightly advert to the distinction that existed between the Association and the Society: the Society in its labors embraced the whole of Northern India, while the Association confined its operations simply to the neighbourhood of Calcutta; the Society was chiefly engaged in what strictly came under the denomination of Missionary labours, while the Association had for its more immediate object the extension of education,

by which the minds of their pupils were the better prepared to appreciate and profit by the exertions of the Society. The Missionaries could do but little good where the field was not in some measure prepared for them by the plough of education, as a proof of which he would mention, that most of the natives who had been converted had been persons who had previously received some education. The education recognized by the Association was founded on religion, and they held all systems of education defective that were not founded on religious principles. The meeting would perceive by the report that there were seven schools under the management of the Association, in the neighbourhood of Calcutta, in which upwards of four hundred boys were educated, and received Christian instruction, which was the only instruction that could make them wise unto salvation. They must all be conscious that the Association had claims on them that were irresistible, and he felt convinced that it was not necessary for him to recommend the institution further to their support and prayers, as he felt

assured that they all had its interests at heart. The Secretary would read the report of the Committee, which would explain the objects of the Association.

The report of the Committee, all the material parts of which will be found in the following abstract, was then read by Mr. W. Byrn.

"The Committee observe that the limited influence of the Association does not afford grounds for the collection of many facts, or for very extended observation; yet they are sure that their report will not prove altogether uninteresting to the supporters of the association, if it only make known that the means which have been heretofore employed are still used, in inculcating moral and Christian instruction amongst the natives of Calcutta—instruction which is so much needed, and which alone can promote the temporal and spiritual improvement of the thousands of this City.

"The Committee then advert to the state of the schools maintained by the Association, of which there are seven situated in various parts of Calcutta, and in which about four hundred boys receive instruction. The boys read the Acts of the Apostles, the Gospels, Ellerton's Dialogues, and Bible Histories, and are taught the elements of Geography Arithmetic, and Bengallee Grammar.

"With a view to watch over the progress making in the schools, a monthly examination of the first two classes of each school has been held on the Mission premises. On the 4th of January last the annual examination of the boys took place, the result of which was considered to be highly satisfactory. The following account of this Examination appeared in the Christian Intelligencer of the present month."

"Of about four hundred boys receiving instruction in the seven schools of the Church Missionary Association, about one hundred were assembled on the 4th of January, in the Mirzapore Chapel for examination. The first classes commenced with reading the ninth Chapter of the Acts of the Apostles in Bengallee. Several questions were put to the children on the history of St. Paul's conversion, and it was gratifying to witness the readiness with which they replied to them. The whole of these questions were very creditably answered, and showed great proficiency in the knowledge of what they had been reading. The children read fifteen Chapters of the Acts and those as well as many other questions on various topics, all of which were answered with equal precision, were chosen by one of the examiners, without their having any previous intimation of the particular part they would be required to read before the gentlemen present.

"The second classes were examined in the seventh Chapter of St. Matthew's Gospel, and were questioned after the same plan as the first classes. These boys, as they had not long ago begun to read, were not so perfect as the others, nor indeed could it be expected; they however answered correctly many of the questions put to them on the subject of our Lord's sermon on the mount."

The boys were examined in Geography, and although many questions were asked them which they had not directly learnt from the books, and in the schools, it was surprising to see how well they acquitted themselves. The knowledge of this science tends very much to enlighten their minds and to confute the strange notions the natives have on the subject of the seven oceans, seven islands, and other innumerable fables connected with them. Some of the children elicited much amusement by the very curious replies made by them on the occasion. Afterwards they were examined in Ellerton's Dialogues in Scripture History, and on the history

of Cain and Abel. The Venerable Archdeacon asked them various questions arising out of their reading, and when this was finished, on general matters of religion. After this some questions were put to them in Reichardt's Catechism, and some of them explained the import of the Commandments. The examination concluded with an explanation of the Lord's prayer by the children, which was done to the entire satisfaction of the Archdeacon and the gentlemen present.

The boys of the Christian seminary were afterwards examined. Of these there are thirteen, who are educated and supported on the Mission premises. The first class of four boys was examined by the Venerable Archdeacon Corrie, in the new Testament and Ellerton's Dialogues on the book of Genesis, and he expressed himself much pleased with their proficiency, especially as they had commenced their studies within the past year. The knowledge which these boys evinced of Bengallee grammar, which forms a part of their studies, was also very respectable.

The second class read in "Bible Histories abridged," and answered questions put to them on the principal Histories from the creation of the World to the destruction of Jerusalem.

Both classes then repeated catechisms, hymns and prayers, which they had committed to memory.

The following are extracts from the notice of the examination which appeared in the Enquirer newspaper, and, as affording very interesting information on the subject of the Association schools, is herewith subjoined.

"On Friday last, an examination of the Bengallee schools supported by the Church Missionary Association took place at the Mission Chapel, Mirzapore. We examined some of the classes for a short time, and feel it right to say, in justice to the young lads, that their progress has been much more satisfactory than was expected. They seemed to have a clear notion of the relative positions of the principal places upon the surface of the Earth, and gave quick and correct answers to questions put to them: their knowledge of the earliest history of mankind being from the creation, appeared also to be respectable.

When asked to point out places on a map, they with incredible dexterity laid their fingers upon the position of every country or city as they were questioned. We were not present from the beginning to the end, and will not therefore say much of what passed besides what we witnessed with our own senses.

They seemed likewise to have a clear apprehension of Christianity as a scheme of salvation, and gave sensible and correct expositions of a few leading doctrines.

Every one that professes to be a friend of India must hail these things as the harbingers of better days, coming forward upon this country. Such a refined system of instructing young men in the Bengallee language as that pursued in these schools, must be amply enriching it with the treasures of science, and prove ultimately beneficial to the national improvement of the country.

We look to these things for still more important results. They will we trust be the instrument of consummating the moral and spiritual rise of the Hindoo race, from the darkness and sinful bondage of superstition, to the light and hallowed freedom of the Gospel.

The grand and important work of preaching the Gospel has been uninterruptedly carried on during

the year. The stated services on the Sabbath and on Wednesday evenings for the native Christians in the Chapel at Mirzapore, and preaching to the heathen at Pottulungga Chapel on Sundays, Tuesdays, and Fridays, have been carried on as heretofore. There can be little doubt that the preaching of the Gospel is producing a change in the minds of many, and generally removing the prejudices and superstitions which have so long prevailed. The effects are to be seen in the eager desire manifested by some of the natives to be informed of the truths of Christianity, and in the conversion of numbers from the worship of dumb idols to the service of the only true God. On this latter point it may be mentioned that during the last year no less than thirty two individuals, twenty one of whom were adults, have been baptized at the Church Mission Chapel in Mirzapore. At one period of time it was rare to hear even of two or three conversions but now that number is almost annually increasing.

The balance against the association amounts to Rs. 323 10 5, which was due to the late firm of Alexander and Co. and which has since been paid to the Assignees. The recommodation which was afforded to the association by the Bank of Hindostan no longer exists, and to be enabled now to carry on their work they would renew their entreaties for that pecuniary assistance of which the association is so much in need, and in dependence on which the work must be carried on. The principles of Christianity are of an active kind, and the heart when it has received them in sincerity and truth will not be backward to acknowledge the importance of bringing sinners to God. The religion of Christ teaches us not merely to rejoice in the security of our own condition, but to be alive to the insecurity of such as are living without God in the world, and have not heard of that design of grace and mercy which is revealed in the Gospel. Christian sympathy will lead to active and vigorous exertions in behalf of the souls of our fellow men; so that while we are preparing to enter the ark of mercy, we shall afford to those who are in danger the means whereby they may obtain safety and preservation.

The Committee conclude their report with an earnest appeal to all who are desirous to promote the temporal and eternal welfare of the natives of India, and especially to those who are members of the Established Church of England, for that support to this institution which will enable them to go onward in their labours, and to become increasingly useful in diffusing the blessings of Christianity, and of a sound education, in this populous City and its neighbourhood."

After a speech of considerable length it was proposed by the Reverend H. Fisher—"That the report now read be adopted, and printed for the information of the Christian public."

Dr. Corby observed that he had great pleasure in seconding the motion, and in rising to explain how much he was delighted with the progress of education in the City, especially among the natives. After the very able manner in which the motion had been supported by the last speaker, he had but little to say, he would however make a few observations which he trusted would not be considered irrelevant. When they looked round the world, and observed the darkness and misery that prevailed where the Gospel was not preached, and the peace and happiness that existed where it was, it ought to be an inducement to them to support the dissemination of so glorious a scheme of redemption. What made the little spot from whence most of them came superior to all the world?—because the Gospel was

there preached, in purity and in truth. Why was so large and populous a country as India kept in subjection by so small a state?—because it was under the bondage of superstition and idolatry. If they looked at England and Scotland, they would not see the wretchedness and misery that prevailed in Ireland—why was this? because there was idolatry and superstition. But of this they had the most convincing proof in India—for strength there were not finer people in the world—for wealth and fertility of soil what country could equal it? yet because of their idolatry, darkness and superstition, they were held in subjection by a small nation fifteen thousand miles away. Was it by their wealth, strength, or superiority of numbers that the inhabitants of Britain held those of India in subjection? It was not, but it was entirely by the power of the Almighty God, and he had no hesitation in declaring, that if they retained their idolatry, it must be by the same means, and by them alone; and if the natives ever respected the British power, it would be because the British nation planted the Gospel.

The motion was then put and carried.

It was then proposed by Mr. R. D. Mangla, seconded by the Reverend Mr. Boyce, and carried unanimously—"That the operations of the past year afford an encouraging inducement to extend every aid and support towards the Association in the prosecution of its labours, for the moral and spiritual welfare of the natives of Calcutta."

Proposed by the Reverend Mr. Hutton seconded by Krishna Mohana Banerjee, and carried unanimously—"That the marked success which under the blessing of God, has attended the preaching of the Gospel as adverted to in the Report, is a subject which cannot fail to be highly gratifying to every Christian heart, and to lead to a humble acknowledgment of the mercy of God, as shown in the conversion of sinners to the truth."

Proposed by the Reverend Mr. Stevens, seconded by Mr. Beattie, and carried unanimously—"That the undermentioned gentlemen be appointed the Committee for the ensuing year namely:

Mr. W. Byrn,	Mr. J. J. L. Hoff,
Mr. W. Balston,	Mr. C. Kerr,
Mr. C. Murray,	Mr. M. DeRozario,
Mr. J. Richardson,	Mr. P. S. DeRozario,
Mr. J. Dumbur,	(Sub Treasurer)
Mr. J. Dunsinure,	Mr. W. Kyland, and
Mr. N. Grant,	Mr. J. Thompson."

Proposed by Mr. Adam F. Smith, seconded by Moheschauder Ghose, and carried unanimously—"That this meeting deems it incumbent on all who are engaged in the work to be constant in prayer to God for crowning with his blessing all efforts that may be made for the evangelization of the Heathen."

Proposed by the Reverend Mr. Reichardt, seconded by the Reverend Mr. Sandys, and carried unanimously—"That the thanks of this meeting be given to the chairman for his kindness in taking the chair."

After another hymn had been sung, the meeting was concluded with a prayer, which was delivered by the Reverend Mr. Boyce. All the above resolutions were prefaced with appropriate speeches, both on the part of the movers and seconders, but their extreme length precludes the possibility of their insertion in a daily newspaper, which must necessarily be devoted to a variety of subjects; we have however given the very abridged as a specimen. The meeting broke up at a little after ten o'clock.



## PROCEEDINGS OF THE ASIATIC SOCIETY.

Wednesday Evening, 20th February, 1833.

George Swinton, Esquire, in the Chair.

After the Minutes of the last meeting had been read, the Society proceeded to ballot for Colonel John Briggs, Dr. J. N. Cusanova, and Rev. John Macqueen, proposed on that occasion, who were unanimously elected Members.

Sir Benjamin Mathin, Recorder of Penang, proposed by Sir E. Ryan, seconded by Mr. J. Prinsep, was upon the favorable report of the Committee of Papers, elected an honorary Member.

The Secretary announced, that the Committee of Papers had upon the authority of the resolution at the last meeting, disposed of two notes, value Rupees 5,500, for the liquidation of the debts standing against the Society.

The Secretary also reported, that in consequence of new arrangements made by him as Editor of the Journal of the Asiatic Society, he trusted that he should in future be able to supply that work gratis to the members of the Society. Mr. W. H. Macnaughten remarked that no notification had been circulated to the members acquainting them with the resolution of the 7th March, and giving them the opportunity of possessing the Journal then allowed to be published under its auspices; he thought that such notice should be issued both with reference to the former volume, and to the future numbers; and it was ordered accordingly.

The Secretary explained to the meeting, that Mr. Wilson, previous to his departure, had reported to Government the completion of Mr. Cosma de Koros' Tibetan Grammar and Dictionary, and had offered to take the manuscripts to England for publication; but that the Honourable the Vice-President in Council, being of opinion that the works might more appropriately be published in this country, under Mr. Cosma's own eye, Mr. Wilson had made them over to the Society. He had therefore followed up the subject by a second application to Government on the 30th January, with which the following reply had just been received. To JAS. PRINSEP, Esq. Secy. to the Asiatic Society.

SIR,

I am directed to acknowledge the receipt of your letter, dated the 30th ultimo, reporting the inability of the Society to defray any part of the expense which will attend the publication of Mr. Cosma de Koros' works.

2nd. In reply, I am directed to acquaint you, with reference to the concluding paragraph of your letter, that it was intended by Mr. Swinton's letter to Mr. Wilson under date the 27th ultimo, to intimate that Government would take upon itself the expense of the publication of Mr. Cosma de Koros' works, and I am now directed to acquaint you, that the Right Honourable the Governor General in Council will be happy to sanction the estimate furnished in your letter.

3rd. It is obviously desirable that the work should have the benefit of the learned author's superintendence during its progress through the press, and His Lordship in Council trusts, that it may be entered upon immediately. I am further directed to tender to yourself the acknowledgements of Government for the valuable assistance you have offered on your own part.

I have, &c. &c.

(Signed)

W. H. MACNAUGHTEN,

Offg. Chief Secy. to Government.  
Council Chamber, 12th February, 1833.

The Secretary stated that arrangements had accordingly been made with the Baptist Mission Press to commence upon the Tibetan Grammar and Dictionary immediately.

Read a letter from Mr. W. Twining, Secretary to the Medical Society, acknowledging the receipt of the 1st volume of the Journal of the Asiatic Society, and vol. xvii. of the Researches.

#### Physical.

Read a letter from Mr. G. Swinton, communicating correspondence between Mr. Robison, Sec. Ed. Roy. Society, and several paper manufacturers, on the subject of the Nipal Paper Stuff.

Read a letter from the same Members on the subject of the *Garjan* or wood oil, procured in the forests of the Tenasserim provinces, a large quantity of which he had also transmitted to the Sec. of the Ed. Roy. Society, to ascertain its value in the English market.

Read a letter from Dr. F. W. Malcolmson, Mad. Eur. Reg. Hyderabad, announcing that he had fallen in with a box of Dr. Voysey's Geological Specimens, which he should forward to Calcutta by the first opportunity.

Specimens of copper ore from Nellore were presented on the part of Mr. Kerr.

The mines appear to lie to the northward of the Pennar river, 36° N. N. W. of Nellore and 37° W. from the sea, near a village called *Gampenta* in Arrowsmith's Map.

Specimens of the copper ore of Nipal were presented by the Resident Mr. B. H. Hodgson.

This ore is a sulphuret of copper, mixed with large proportion of ferruginous sulphuret,

#### Literary.

Mr. Telfair also transmitted by the same opportunity a variety of manuscript essays by Mr. Baker and others, connected with the literature of Madagascar, besides the Missionary publication already noticed.

1. Translation of the fable of the alligator and hedge-hog.
2. Ditto of a song concerning the dead.
3. On the ordeal of the Tangana.
4. Sur les maladies epidemiques de Madagascar. Portions of some of these papers were read.

Resolved, that the last paper be made over to the Medical Society, and that the best thanks of the Society, be given to the President and Secretary of the Mauritius Natural History Society.

Thanks were also voted for the other contributions of the evening.

After the business of the evening was concluded, Mr. W. Macnaughten begged to remind the meeting that this might be the last occasion on which they would enjoy the society of the gentleman who, now occupied the chair in this country—may perhaps for ever! He had seen his friend in the morning overwhelmed with the fatigues of preparation for embarkation on the morrow, and little thought it possible for him to attend to other engagements; but his ardent zeal for the cause of literature and science had urged him to devote the very last moment of his residence in this land to the Institu-

tion with which he had been connected so long. For the affection and interest thus manifested to the last, the gratitude of himself and of his brother members was most due,—and for the modesty which had marked his services to the Society, and which alone had prevented his rising long since to the highest dignity it could bestow. From the time of his quitting college, Mr. Swinton had been distinguished as an Orientalist, and his unimpeachable conduct had marked him as one of the brightest ornaments of the Civil Service. Mr. Swinton, he knew, would wish him to spare such eulogium in his presence, but it would be unjust in him and in

the Society to allow their associate to quit them without testifying their anxious solicitude for his safe and happy return to his native land.

Mr. Swinton returned thanks for this expression of feeling on the part of his associates, which he attributed rather to their partiality than to his merits. He had always felt the warmest interest in the Society, and had endeavoured to contribute to its success, whenever an opportunity occurred. He could but now for the last time tender his sincerest wish for its lasting, fame and prosperity, and once more returning his best thanks he bade them farewell.—*Journal of the Asiatic Society.*

# ORIENTAL SEMINARY.

On Friday the 22d February, the third annual Examination of the Pupils of the *Oriental Seminary* was held at the Benevolent Institution at Bow Bazar. The examination commenced before one o'clock, and lasted till about half past four. It was conducted by Dr. Corbyn till two o'clock and continued after his departure by Mr. Hare and Mr. Lorimer. The Revd. Mr. Duff and Mr. Sinclair likewise took an active share in the proceedings. The first, second, and third classes, the examination of which we had the pleasure of witnessing, acquitted themselves in a manner at once creditable to themselves and their teachers. In fact our anticipations were not only realized but exceeded, for we had not the least idea that a private Native School could be so well conducted. The first and

second classes were examined in *Geography, Grammar, and Ancient History*; and the replies to the questions put to them were most prompt and satisfactory. In the study of *Geometry and Political Economy* we likewise found some progress had been made by the first class. Some recitations were delivered with good emphasis and sound discretion and we may venture to say there was scarcely an individual in the whole audience who did not feel exceedingly gratified. Not only was the pronunciation of the pupils extremely correct but their delivery was unexceptionable;—they seemed indeed for the most part to feel and understand the spirit of their respective parts. At the conclusion of the examination Mr. Hare distributed prize books to the boys.

# BAR DINNER TO MR. HOGG.

On the 20th February, the Bar and Officers of the Supreme Court entertained at Dinner at the Town Hall, Mr. Hogg, the late Registrar of the Supreme Court, on the occasion of his resignation, and approaching departure from India.

After Dinner, Mr. Pearson, on the part of the Bar and Officers of the Court, addressed Mr. H. and at the close of a brief but eloquent and most appropriate speech, expressive of their approbation of his public conduct both at the Bar and in Office, their esteem and affection for his private character and friendly regret at his departure, presented him with a magnificent Silver Vase, bearing the following inscription:—

To  
JAMES WEIR HOGG, ESQUIRE,  
Barrister at Law,

and  
Registrar of the Supreme Court of Judicature  
at Fort William in Bengal,  
The Bar and Officers of Court,  
Have presented this Vase

On the occasion of his departure from India  
In Testimony  
Of their admiration of the Talents which distinguish  
ed him  
As an Advocate  
Of the zeal, integrity and judgment which marked  
His official and public conduct  
And as a Token  
Of their personal Friendship, Affection and Esteem.  
Cal. Feb. 15, 1833.

" We regret that we have been unable to obtain a report of Mr. Pearson's address, which, we understand, was marked by the elegance and classical propriety of expression, for which he is so peculiarly distinguished; we believe, the following is a pretty accurate report of Mr. Hogg's reply.

" I can only feebly attempt to give expression to the feelings which your address and the kindness of my friends have inspired.

It is upwards of 17 years since I arrived in this country, where the best days of my life have been passed. I came here young, without experience, and without fortune, and it is indeed most cheering at the close of a long career, to find that I have not been deemed unworthy of the proud distinction you have been pleased to bestow upon me.

In looking back on that career, what a crowd of recollections rush upon my mind! Memory presents her magic mirror, and all the past moves in rapid succession before me. Thank God, I can dwell upon the scene with unmixed delight! Every image as it appears awakens some pleasurable feeling, and swells my bosom with the most lively gratitude—nought arises to excite one unpleasant recollection, or to arouse one feeling which I would wish to suppress.

I am too conscious, that at this our parting hour, your generous kindness has exaggerated my humble deserts; but I am equally conscious, that however you might have pardoned my deficiencies you would

have scorned to bestow upon me the meed of your approbation, if my character and conduct were open to taint or to suspicion.

The duties of my office, tho' humble and unobtrusive, have not been unimportant, and if I have been able to discharge them to the satisfaction of the Court, and the public, it has been mainly owing to the kind assistance and co-operation of the Bar.

In matters of importance, you are daily thrown into conflict with each other, but the contest is a generous one, and each in his turn can brook defeat. Not so in your intercourse with me. It was my unpleasant task to interfere in trifles and in the way most calculated to irritate and annoy; and yet I can declare, that not an angry, not a captious, not an unkind expression towards me, ever dropped from the lips of a single individual at the Bar.

You gave me credit, and you did so truly, for an anxious desire to discharge my duty; and however frequent my errors, you were always ready not only to pardon but to palliate them.

Thus dwelling on the past, will you wonder, when I tell you that I tremble to contemplate the future?

If it should ever be my lot to emerge from the obscurity of private life, this Court shall always be present to my mind, and its interests, which are identified with those of the public, shall ever command my humble but most zealous exertions. I owe this country a debt of gratitude, that I can never repay; and it would serve to alleviate the pain I feel in bidding it adieu, if I could dare hope that I should ever have it in my power to aid in the advancement of its interests and prosperity.

I have long looked forward with fond anxiety to the period of my return to my native country, as the time that would realise all the dreams of my youth, and all the hopes of my manhood. That time has now arrived, and I look in vain for the charms which my imagination had thrown around it. The bright visions of hope are fled, and reality

flings around me, her dread and dreary gloom. This is the country to which I am indebted for aught of fortune or of reputation that I possess, and I ask myself again and again—wherefore should I desert it? This is the country where I have formed the friendships that I most prize, and I ask myself with reproach, when shall I supply the place of the friends that now encircle me? I feel as if I were impelled by some blind necessity, and not directed by the light of reason in my course. Do not suppose because I indulge in these gloomy reflections, that I am insensible to your kindness. I cannot sever that kindness from the pain of separation. I thought it would have soothed, I feel that it only adds to the pang. Whatever may be my fate, and wherever I may roam, I shall bear with me this your pledge, as my most sacred possession. In prosperity it shall be my pride. In adversity, if it should await me my solace. I need it not to remind me of this country, I need it not to remind me of the Court where I have passed my professional life, and least of all do I need it to remind me of the friends that now surround me. But in another land it will tell that I possessed the confidence and esteem of my professional brethren. It will tell that I discharged the duties of my office with integrity, and it will tell, that while with you I was honored by your friendship, and that when I left you, it was not without an expression of your parting regret. When I think that this is the last time we shall meet in this country, and possibly on this side of the grave, I am barely able to repeat the expression of my heartfelt gratitude, and to give utterance to my earnest wishes, and fervent prayers for the health and happiness of you all.

The social party did not break up till a late hour; the Gentleman who has received this honourable expression of the esteem and friendship of his professional brethren, left this country on the R. xburgh Castle accompanied by the regrets of all classes of the community for his loss, and in more fortunate times those feelings would probably, as far as the commercial community are concerned, have found a suitable expression.

## THE ATTORNIES' ADDRESS TO MR. HOGG.

On the 23d February the Attornies of the Supreme Court waited on Mr. Hogg, the late Registrar, at his Chambers in the Court House.

Mr. A. Wright, on behalf of the profession, addressed Mr. Hogg, in a short speech expressive of the admiration and respect with which his conduct both at the Bar, and the important office he had lately resigned, had inspired them, and of their regard and esteem for his private character.

Mr. Wright then, on behalf of the profession presented Mr. Hogg with a splendid Silver Vase, bearing the following inscription:—

To

JAMES WEIR HOGG, Esq.

The Attornies of the Supreme Court of Judicature at Fort William in Bengal,

Near observers of his Public Conduct during a period of Seven Years of a most honorable and successful career at the Bar, and a subsequent period of ten years during which he filled the important office of Registrar of the Court, appreciating, in common with the whole profession and the Public at large, the talent, integrity and urbanity with which he discharged its duties.

On the occasion of his resignation of office and departure from India have presented this Vase  
In Testimony

Of their unqualified admiration of his Public character and of their Friendship and Esteem.  
Calcutta, 23d Feby. 1833.

Mr. Hogg then replied nearly as follows:—

When I think that this is nearly the last time I shall ever stand within the precincts of the Court, where I have passed my professional life; and when I see around me those to whom I am most indebted for my advancement, you will believe that I am ill able adequately to express my gratitude, and thanks.

I have been so long unused to give expression in public to my thoughts, that I almost startle at the sound of my own voice. But I do believe that gratitude can triumph over language, and that if I were compelled to remain silent, you would not therefore deem me insensible or thankless.

It is upwards of 17 years since I commenced my career at this bar, dependent solely on my own exertions for success, and I dwell with pleasure, and with pride, on the retrospect.

Young and inexperienced, I had little to recommend me beyond an anxious wish to discharge my duty; and I shall ever bear in mind with the most grateful recollection the kindness and encouragement I received from the solicitors of the Court.

My grateful acknowledgements are not only due to the present and the living; many are gone, whom this occasion brings back vividly to my recollection; and, if Providence had spared them, I will dare to say, they would not have been backward in bidding me an affectionate farewell.

I confess I am greedy of the friendship and approbation of the men who have been the nearest observers of my conduct and are the best qualified to judge me.

During the period I was at this Bar, my success was great, and considering my years and my standing, I believe I may say it was almost without parallel. I do not fear, that when I say so, you will accuse me of vanity. I hope you believe me superior to such a feeling. But I have an honest pride, which I shall ever avow in looking back on my career at the Bar—I know it was fortunate; and your approbation stamps it as honorable.

The great aim of my ambition was distinction in my profession, and if I had remained single in the world, no human consideration could have deterred me from pursuing that dazzling object.

It is more than eleven years since I was appointed to the office of Registrar of the Court, and my anxious efforts to discharge its duties must have been unavailing, if I had not been aided, and supported, by the intelligence and integrity of the Attornies of the Court. These duties threw me into daily, almost hourly communication with you all. We did not meet merely by appointment, when men's minds and tempers are prepared for the subject of discussion. I met you at all times, and under all circumstances,—sometimes when you were exulting in success, and sometimes when you were depressed by defeat. It mattered not, whether you came to encourage or expostulate, to approve or to condemn, kindness and courtesy always marked the communication.

After the intercourse of so many years, I thought that some one among you must in some moment of heedlessness, or irritation, have said or done something to give me pain or annoyance; and I have looked around me, almost anxious to call to

mind, some injury that I might forgive, some offence that I might forget. Memory denies me this selfish gratification, and presents to my view nothing but uninterrupted kindness and indulgence,—kindness and indulgence which I feel have unfitted me for rude conflict with the world. I have searched my own heart with that candour which the occasion calls for and inspires, but cannot detect one lurking thought or feeling towards one among you that I would wish to expel. My errors may have been many, but the heart has not been the seat of the transgression. At no moment of my life have I felt acutely the vanity of all human hopes and anticipations. If fate had presented to me her tablet, and told me to inscribe my own destiny, I should have traced, with trembling hand, this anxious wish—may I return to my native land with honor and with independence, and may I hear with me, when I depart, the regards and regrets of the friends with whom I have lived! All that I could have wished, is more than realized, and where is the joy that I thought would attend its fulfilment? Would that I could rush back the limits of time, and recommence that career to the termination of which I have been so long fondly, but vainly gazing! The remainder of my days will most probably be past in the obscurity of private life. But if it should ever be in my power to advance the interests of this Court and this country, (and I believe them to be inseparable) I trust I shall not be wanting in zeal, or in fidelity.

I am detaining you too long, and much longer than I intended; but I feel as if I could linger for ever in this interview which must be our last. I have already taken leave of the rest of my professional brethren; and when I part from you, what shall I have left in this world, beyond the narrow circle of my home? That home is a happy one, or this severance would be more than I could endure. I accept with gratitude, and with pride, this splendid token of your approbation and esteem. I will cherish it with a lover's fondness, and a miser's care. My children are young, and the grave will probably have closed over me, before they enter into life: your kindness extends beyond the grave—you enable me to bequeath to them, what I hope they will ever deem their most precious treasure—a memorial of their father's integrity and fair fame. May God bestow upon you all every earthly blessing, is the anxious prayer of him, who now bids you a last farewell.

## ADDRESS OF THANKS TO THE MAGISTRATES.

The object of the "Dharmu Committee" appointed sometime ago for the purpose of adopting means to alleviate the hardships which people underwent on the occasion of burning dead bodies at the Ganges, having been accomplished through the aid of the police, an address of thanks was voted at a meeting of natives to Mr. McFarlan, Chief Magistrate, and Captain Steel, the superintendent, Maharaja Kallikissen Bahadur taking a prominent part in this business. The permission of the two gentlemen above named having been previously obtained, Baboo Pramathnath Daib, Baboo Badha-

krishn Mittree and many other natives of respectability met at the police house, on Saturday 16th Feb. and after waiting a few minutes for Rajah Kallikissen, presented the address prepared. The Rajah made his appearance as soon as it was read, and expressed his regret at his having been unable to come there earlier in consequence of some particular engagement. Mr. McFarlan then returned thanks to the native gentlemen, and while doing this, adverted to another subject of some importance to the Calcutta community. The meeting broke up well pleased with what had been done.

## MEETING, OF THE TEMPORARY COMMITTEE OF MANAGEMENT OF THE MEDICAL RETIRING FUND, BENGAL ESTABLISHMENT.

The Temporary Committee of Management of the Medical Retiring Fund held their 2d Meeting at the apartments of the Asiatic Society on the 23d February, Mr. Surgeon Corbyn in the Chair.

After the proceedings of the last Meeting were read by the Secretary, and letters from several gentlemen, expressing their assent to the plan of the Fund, and forwarding orders on their respective Pay Masters for subscriptions and donations, the business of the evening was opened by the Secretary reading the following Memorial to the Honorable the Court of Directors, which had been drawn up by him, in conformity with a Resolution passed at the last Meeting.

To the Honorable the Court of Directors of the United Company of Merchants of England, trading to the East Indies.

HONORABLE SIRS.—We the undersigned Medical Officers of the Bengal Army, appointed by the Medical Service a Temporary Committee of Management, at Calcutta, for the Establishment of a Medical Retiring Fund, undertake to address your Honorable Court in behalf of ourselves, and Brethren under this Presidency.

Adverting to the favorable sentiments which on former occasions you have expressed to the establishment of such institutions, and to the support which you have given to those of other branches of your service, as well as to the more recent sanction which you have allowed to the establishment of Military Retiring Funds at the Three Presidencies, conveyed in your dispatch to this Government, and published in General Orders, under date the 2d July 1832, we are led to hope that you will bestow upon afloat liberal consideration which we are about to ask.

In doing so we conceive it would not be irrelevant to call the attention of your Honorable Court to the many disadvantages under which your Medical Servants labor, compared with those of your Military Service in India, particularly as regards the recent Orders of Government affecting our allowances, the difference of rank held by Medical and Military Officers, and the opportunities which are wanting to us of rising to the higher grades of rank, and consequently to the enjoyment of the honors, emoluments and pensions appertaining to them. These disadvantages we believe have been prominently brought to your notice by petitions and memorials from our service transmitted to your Honorable Court on various occasions; and we trust with a due conviction of their justness and truth.

On the present occasion, however, our wish is to confine ourselves to the object of soliciting the sanction of your Honorable Court to the establishment of a Medical Retiring Fund; and for that assistance and support which you may deem proper to afford to it.

Duly impressed with the desire which your Honorable Court has evinced on all occasions to render the condition of your servants in India as favorable in all respects as possible, we beg leave most respectfully to call the attention of your Honorable Court to the benefits which are granted to the Madras Medical Fund, in respect to the donation you generously allow to it, to the fair if not higher rate of interest for money it receives, and to the favorable rate of exchange for remittances to England, and we humbly solicit that the same liberal patronage may also be extended to us.

It must be obvious to your Honorable Court that, under present circumstances, we, your Medical Servants, can no longer hope to realize those expectations which we formerly indulged, of being able to retire at the expiration of even a long period of service, with a competence which prudence may deem sufficient, and as Members of a liberal profession we have a right to expect, unless your Honorable Court come forward to our aid and support. We could point out how fallacious our attempts would be to save from our present pay and allowances more than might be considered sufficient for our present support in that degree of ease and comfort to which many years of service in this country surely entitle us. The pensions granted to us by your Court we conceive to be inadequate to the purpose, but to avoid prolixity, and the occupation of your valuable time, we shall proceed to notice briefly the origin, progress and objects of the Retiring Fund.

In the month of April last the establishment of the Fund was first proposed, Meetings of Committees of Medical Officers in the different divisions of the Army took place by permission, and a Central one to which all reports of proceedings were directed to be made was fixed at Agra. In consequence of the favorable manner with which the proposal was generally, we may say almost universally received by the service at large, a Scheme of a Fund was drawn up by the Central Committee at Agra, and in its present state, imperfect as it is, it has been submitted to the Bengal Medical Service for adoption and support. The labors of that Committee having terminated, the whole of the future steps for effecting its objects have devolved on a Committee at the Presidency of which we are the Members. We have only now commenced our duties, but judging from the numbers who have already come forward as subscribers to the Fund, and to the sentiments which generally prevail in its favor, we have no hesitation in declaring our belief, that in due time the unanimous assent of the department will be given to it.

The objects of the fund, are, the acceleration of promotion, and the provision of annuities to subscribers on their retirement from the service. It provides for six annuities of £300 each per annum, or their equivalents as bonuses, calculating the value of the annuity according to the table in use in the Civil Fund, they are to be granted annually to the seniors of the department in succession, who, on accepting the annuity, are required to pay into the fund, half the value of the annuity, reckoning as payment the amount of previous subscriptions, calculated at compound interest for the term subscribed.

The monthly subscriptions for the first year, for the different grades, are as follows.

Members of the Medical Board, . . . . .	Rs.	120
Superintending Surgeons, . . . . .	"	80
Surgeons, . . . . .	"	28
180 Senior Assistant Surgeons, . . . . .	"	16
60 Succeeding do. do. . . . .	"	10
Remaining do. do. . . . .	"	6
For subsequent years they are fixed never to exceed the following sums for each grade.		
Members of the Medical Board, . . . . .	Rs.	240
Superintending Surgeons, . . . . .	"	160
Surgeons, . . . . .	"	56
180 Senior Assistant Surgeons, . . . . .	"	32
60 Succeeding do. do. . . . .	"	20
Remainder of do do. . . . .	"	12

The subscriptions to the fund are to commence from the 1st of January of the present year, and the annuities will commence on the 1st of January 1841

Should your Honorable Court only revert to the period which your Medical Servants of Bengal have heretofore taken to arrive at the higher grades of promotion, and take that as the average of time in which they may expect to reach the same grades in future, we have no doubt you will be convinced that your Military servants have had, and will continue to have the advantage in much earlier attaining to the corresponding grades in your Military Service

In behalf of your Medical Service on this Establishment in soliciting therefore the same assistance to their Retiring Fund, which you so generously bestow on that at Madras, it is from a conviction of the importance it is to us to establish that perfect confidence in the fund, which the investment of its funds in Government security can alone bestow, that we should be thankful to your Honorable Court even for that support in point of interest for funds invested, and remittances to England by which you yourselves could be no losers. We have however too often experienced the liberality of your Government to doubt that you will extend in ours the same liberal patronage which you have hitherto extended to other similar institutions.

We have already declared our conviction that it is the general and almost uniform wish of those at present in the service to give the proposed Medical Retiring Fund their support, and we now beg that your Honorable Court will be graciously pleased to direct that it be made a condition in future with all Assistant Surgeons entering your service that they subscribe to it.

Trusting with implicit confidence that your Honorable Court will in all respects favorably comply with our Prayers

We have the Honor to be,

&c &c &c.

1st.—Proposed by Mr. Egerton, seconded by Mr. Hutchinson and carried unanimously.

“That the Memorial just read be adopted”

The following letter to the address of Colonel Casement C B Secretary to Government Military Department, was next read, and approved by the Meeting.

To Colonel Casement, C B Secretary to Government Military Department.

Sir—We have the honor to transmit to you the accompanying Memorial to the address of the Honorable the Court of Directors, soliciting in behalf of ourselves and brethren of the Bengal Medical Service, the permission and patronage of the Honorable Court to the establishment of a Medical Retiring Fund, under this Presidency.

We beg you will do us the favor to lay the Memorial before The Right Honorable the Governor General in Council for his consideration. The object of the Memorial we hope will meet with His Lordship's approbation, and we trust that his Lordship will do us the honor of recommending it to the favorable attention and support of the Honorable the Court of Directors.

We have the Honor to be,

&c. &c. &c.

A letter from Colonel Casement, C B Secretary to Government Military Department, dated the 19th

instant, in reply to one from the Secretary to the Fund, dated the 13th instant, was now read to the Meeting. This letter stated that the Secretary to the Medical Board will be authorized to frank all communications upon the subject of the proposed Retiring Fund for the Medical Service. It also contains Copies of the following Paragraphs, 1 and 2, of a letter from the Honorable the Court of Directors No 84, dated 5th September 1832, referring to the Fund in question.

Copy of Paragraphs of a letter from the Honorable the Court of Directors No. 84, dated 5th Sept 1832

Para. 1st.—“The Bombay Government have lately submitted to us a Scheme for the Institution of a Medical Retiring Fund at that Presidency, and as the reply which we have made to that communication is applicable to your Medical Establishment we transcribe it for your information and guidance.”

“We are of opinion that the object of accelerating the Retirement of Medical Servants by means of annuities would be best provided for by incorporating that service with the Military in the Institution of the Fund for the latter sanctioned in our Despatch to the Government of Bengal, dated 6th March 1832. Copy of which accompanied our Despatch to you dated the 28th of that month, and if this arrangement can be accomplished we shall not object to a proportionate increase in the number of annuities Remittable through our Treasury.”

“We are aware that at Madras Annuities for Medical Officers are provided for distinctly from the Military in consequence of there being a separate Fund, embracing for Medical Servants, and their families, various compassionate objects, similar to what are provided for Military Officers and their families by the Military Fund, but at your Presidency, and in Bengal, the Military Fund embraces both services, and we think the Retiring Fund should do the same.”

“In the event of any arrangement being adopted consequent upon this communication you will understand that the number and amount of additional Annuities, remittable through our Treasury, is to be strictly regulated by the proportion which the number of Medical Officers bears to the number of Officers in the Army.”

(Signed)

(True Copy)

W. CASEMENT, Col Secy. to Govt. Mily. Dept.

No 2 Proposed by Mr. Hutchinson, seconded by Mr. Egerton and unanimously carried.

“That with reference to the communication received from Colonel Casement C B an additional Paragraph be added to the Memorial read, and to the letter forwarding that document to the Secretary to Government Military Department, respectfully stating the nature and hardships the Medical Service have already suffered from being united with the strictly Military branch of the Military Fund, and that we would rather not be incorporated with it in the Institution of a Retiring Fund; at the same time expressing a hope that the Honorable the Court of Directors, and the Right Honorable the Governor General would be pleased to take our original Memorial into their favorable consideration.”

A letter from Mr. Surgeon Henderson, Secretary to the Central Committee at Agra, dated the 2d instant, was then read. Mr. Henderson states, that the remaining copies of the plan of the Bengal Medical Retiring Fund, and the documents connected with it will be despatched in a few days, by

dawk bhany, to the address of the Committee at the Presidency, he expresses the urgent solicitation of the Agra Committee that the Presidency Committee should now use their utmost exertions to bring the Fund into operation, and recommends that it should take the earliest opportunity of forwarding the Scheme of the Fund through the Government for the sanction of the Honourable the Court of Directors. He says it would appear to the Agra Committee advisable that the Local Government should be immediately solicited, pending the sanction of the Hon'ble Court, to afford the necessary facilities to Medical Officers, in remitting their subscriptions through the Pay Department, to the Military Accountant, who may be directed to take charge of the amount as collected in the same manner as is laid down in the regulations of the Civil Annuity Fund. It will likewise be expedient that the privilege of transmitting documents connected with the Fund, free of postage, should immediately be transferred to the Committee of Management, and, under, that a list of Officers of the Medical Establishment to whom the plan has not been forwarded, on account of their being at present on furlough, shall be transmitted along with the other papers.

No 3 Proposed by Mr. Mercer, seconded by Mr. Hutchinson and unanimously agreed to by the Meeting.

"That the suggestions made by the Agra Committee, as conveyed in the letter just read, which have not been acted upon already, shall be carried into effect by the Presidency Committee.

Next was read a letter, dated the 14th instant, from Mr. Assistant Surgeon Clerk, requesting to know whether, in consequence of his having given up promotion, there would be any objection to his becoming a member of the Fund; and if there should not, whether he might be allowed the same advantages as other subscribers, in regard to the offer of an annuity being made to him, agreeably to the date of his commission.

No. 4 Proposed by Mr. Mercer, seconded by Mr. Wood and carried by a Majority.

"That it shall be submitted to the medical Service at large, whether any one who has already given up promotion, shall be eligible as a subscriber to the fund."

With reference to a resolution passed at the last meeting the Committee next proceeded to put in nomination the names of such gentlemen, as had expressed a wish to become Candidates for the office of permanent Secretary.

No 5 Proposed by Mr. Hutchinson, seconded by Mr. Wood, and carried by a Majority.

"That the following Gentlemen Messrs. J. Young, G. J. Gordon, (i.e. Mr. Hutchinson) and H. Babonau, Junior, having been proposed by Members of the Committee as fit for, and willing to undertake the office of Permanent Secretary to the Fund, the names of these Gentlemen be submitted for selection to the service at large; intimating at the same time to the Members of the service, that they are at liberty to vote for any other person they may deem qualified."

On the above proposition Mr. Mercer did not vote, as in his opinion the office of Permanent Secretary should be filled by a Member of the Medical Service, who was conversant with the rules and constitution of the department. He would therefore submit to the Medical Service the propriety of electing one of their own body, to fill the office of Permanent Secretary.

In conclusion the Committee proceeded to read the plan of the Medical Fund.

No 6. Proposed by Mr. Hutchinson, seconded by Mr. Egerton, and carried unanimously

"That at page 1st, 2d paragraph, 2d line of the Preamble, after the word "India" to be added "with the exception" in conformity with Mr. Mercer's Resolution, as to Members who have already given up promotion."

No 7 Proposed by Mr. Egerton, seconded by Mr. Hutchinson, and agreed to by the Meeting.

Section 1st Reg. 1st. "That for the words" "after being agreed to" be read, and taken as the meaning of the sentence "after they shall have been agreed to."

No 8. Proposed by Mr. Corbyn, seconded by Mr. Mercer and carried

"That the next Meeting of the Committee shall be, at the usual hour and place, on Thursday week."

H. S. MERCER, Secretary.

Calcutta, March 2, 1833

The Asiatic Society's apartments having been pre-engaged on Thursday evening, the 7th March, the 3d Meeting of the Temporary Committee of Management of the Medical Retiring Fund was held at Mr. Bramley's house. Mr. Surgeon Corbyn in the chair.

The business of the evening was commenced by reading the proceedings of the last meeting, which were confirmed, and letters from several gentlemen, stating their wish to become subscribers to the Fund, were read.

The Committee then proceeded to read the following letters, received from Superintending Surgeons G. G. Campbell, Ludlow, and Twelfth, Surgeons T. M. Munro and Hutchinson, and Assistant Surgeons A. Smith, Burnard, and Spry. Mr. Campbell in his letter states, that if the Committee require the services of a private Agent in London to to aid the Committee, he is glad to give it what time he can spare, and if they will send to him, care of Messrs. Fletcher, Alexander and Co., all copies of papers that they wish to be urged on the authorities at home, he will do his best to have them brought to notice and a decision passed thereon. He hopes that the Committee will be induced to modify the rates of subscription fixed at Agra, particularly those of the higher ranks, as being greatly out of all bounds; that they will bring them to approximate nearer to the Bombay and Madras Funds, as well as to modify any objectionable clause in the original Agra plan, and to simplify the whole of the rules as much as possible. He requests to be put down as a subscriber, under the belief that those changes to a reasonable extent will be made.

1. Proposed by Mr. Bramley, seconded by Mr. Pearson, and carried.

"That the Committee express their best thanks to Mr. Superintending Surgeon Campbell for his kindness in offering to render any assistance in his power during his stay in London, in furtherance of the objects of the Fund."

Mr. Ludlow, in transmitting the assent of gentlemen at Newmarch to the Fund, forwards an extract of a letter from Dr. Henderson, Secretary to the proposed Medical Retiring Fund at Bombay, alluding to the answer they had received from the Honourable the Court of Directors to their Memorial for the establishment of a Medical Fund.

Mr. TWEEDIE, in forwarding the assent of mine gentlemen to the Fund, thinks it expedient that the sanction of Government be obtained for Paymasters making the deductions authorised by the Regulations, in the same way as was granted by the Bombay Government, and that measure taken that the assets should not remain unproductive in the Paymaster's hands.

Mr. MUNRO forwards copy of a letter from the Deputy Paymaster at Cawnpore, who declines making any deduction from Mr. Munro's Pay abstract on account of the Medical Retiring Fund, until the same is sanctioned by the Supreme Government.

Mr. HUTCHINSON, by direction of the Medical Board, forwards copy of a letter, No. 238, from Colonel Cusement, C. B. Secretary to Government in the Military Department, under date the 19th ultimo, which conveys the directions of the Right Hon. the Governor General in Council that the Medical Board will give the necessary authority to their Secretary to frank all communications from the Committee of Medical Officers at the Presidency upon the subject of a proposed Retiring Fund for the Medical Service.

Mr. A. SMITH informs the Committee that he has received a copy of the plan of the Medical Retiring Fund, which he highly approves of, with the exception of Section 3d, Regulation 6th, viz. "persons retiring from the service before having served 17 years in India, shall have no claim whatever on the Fund." He thinks that as the success of the plan depends in a great measure on the juniors in the service, and those who may hereafter enter it, the above Regulation will prevent many from joining the Fund. 17 years being such a long period to look forward to without the possibility of retiring on any reduced annuity at a shorter period of service. He says, if there was one reduced annuity offered in succession to those who had served ten, or even twelve years, or on promotion, as may be thought proper, the advantage both to the Fund and service would be great. It might be £150 or £180, and if accepted, it would give promotion to the juniors (the great majority of subscribers) and vacate good appointments, or, if not accepted, the Fund would suffer no loss by such a rule, six might still continue to be the number of annuities, viz. five of the greater and one of the lesser, and if the lesser should not be accepted, then the six to be of the greater, or say six of the greater and one of the lesser. He is not aware of the rules of the Madras Fund further than can be gathered from the minutes of the Central Committee, page 18, by which it appears that that Fund has £100 and £200, a greater and smaller annuity. He begs the favor of the above remarks being submitted to the Committee, and is desirous of subscribing to the Fund, but as in his opinion it would be incomplete without having a larger and smaller annuity, he will defer doing so, at all events till such time as this point may be definitively settled.

With reference to the above communication the Committee agreed that the points therein referred to should be postponed for future consideration.

Mr. BURNARD forwards his assent to the nomination of the present Committee as the Permanent Managers of the Fund, and requests to submit a few remarks which, from the opportunities he has had as Secretary to the Bengal Division Committee, he is enabled to offer. He says the disposition to join in the scheme appears pretty general, but there is some demur on particular points of the Agra plan, which it is hoped the Presidency Committee will be able to obviate, the principal one is the forfeiture of claim by Members of the Medical

Board after two years' service. As the Regulations of the service now stand, a Member of the Board is not entitled to his pension till after two years' service, and he would the sooner have to relinquish either the one or the other, if this rule remains unmodified. If annuities are granted, and such are decidedly to be preferred to bonuses, the older the person is who gets the annuity the better for the Fund. He is here of course considering the Fund as a mode of investment for the individual, of which he incurs the risk, and not as an accelerator of promotion. It is unfair to receive the subscriptions of a person for a long time, and deny him the benefit of it, when as an annuitant he would be the cheapest we could get. He knows this to be so for the opinion of some of the higher ranks that they will not subscribe whilst that Regulation exists, and the subscription of the higher grades is essential to the existence of the Fund. A guarantee of some kind must be obtained for the permanence of the fund, but this is so obvious that nothing further need be said on the subject. He would propose to enable every one to ascertain the number of subscribers to the Fund, that the printers of the Annual Directories be requested to affix an asterisk, or some such distinguishing mark, to the names of subscribers in their publications. The Secretary might furnish a list for this purpose. He gives his vote for the nomination of Mr. Mercer in the office of Permanent Secretary, and as he presumes he is also to be Treasurer, he encloses an order for the payment of his subscriptions as they may become due. He will not further trespass on the time of the Committee than to express a hope that the proceedings of the Committee may continue to be published as in the paper received to day, and that it will have his best efforts for its support.

Mr. SPAY, in transmitting the names of gentlemen of the Saugor Division's subscribers to the Fund, observes, that they shall anxiously wait to receive the Report of the Presidency Committee on the Fund, and they sincerely trust that as the measure has advanced so far no untoward circumstance will transpire to arrest its final completion. It has been suggested there that the service ought to offer to the Central Committee, and especially to Mr. Henderson, its warmest thanks for their persevering and unremitting zeal in the prosecution of the plan undertaken by them, and also that it ought to take the earliest opportunity of defraying the expense they have incurred in the outlay for stationery and printing.

A letter from Mr. George Hill, of the Treasury was next read, offering himself as a candidate for the office of Permanent Secretary to the Fund, for which office Messrs. G. Ballard, J. Hutchinson and H. S. Mercer, also offered themselves as candidates.

The Committee now read the following postscript to the Memorial drawn up by the Secretary in conformity with the Resolution passed at the last Meeting, and which was agreed to be adopted.

P. S. Since the foregoing Memorial to the Address of your Honourable Court was drawn up, we your Memorialists, have had the honor to receive an official communication from Colonel Cusement, C. B. Secretary to Government in the Military Department, conveying to us copies of paragraphs 1 and 2 of your Honourable Court's letter No. 84, dated the 5th September, 1832 referring to the Institution of a Medical Retiring Fund at this Presidency.

Upon those paragraphs it is the wish of your Memorialists to address to your Honourable Court a few observations.



Your Honourable Court observes, paragraph 1st "The Bombay Government have lately submitted to us a scheme for the Institution of a Medical Retiring Fund at that Presidency and as the reply which we have made to the communication is applicable to your Medical establishment we transcribe it for your information and guidance.

"We are of opinion that the object of accelerating the retirement of Medical Servants by means of annuities would be best provided for by incorporating that service with the Military in the Institution of the Fund for the latter sanctioned in our despatch to the Government of Bengal, dated 6th March, 1832, copy of which accompanied our despatch to you, dated the 28th of that month, and if this arrangement can be accomplished we shall not object to a proportionate increase in the number of annuities remittable through our Treasury.

"We are aware at Madras annuities for Medical Officers are provided for distinctly from the Military in consequence of their being a separate Fund embracing for Medical Servants and their families various compassionate objects, similar to what are provided in Military Officers and their families by the Military Fund, but at your presidency, and in Bengal, the Military Fund embraces both services, and we think the Retiring Fund should do the same."

Para 2d "In the event of any arrangement being adopted consequent upon this communication, you will understand that the number and amount of additional annuities remittable through our Treasury, is to be strictly regulated by the proportion which the number of Medical Officers bears to the number of Officers in the Army."

Your Memorialists feel assured that your Honourable Court adopted the resolution of amalgamating the two services in the same Fund, upon the conviction that by so doing a strictly equal and therefore just measure of favor and support would be meted out to both alike. Your Memorialists rely upon that same strict sense of justice and impartiality which has ever been the guide of your favor and support to your servants of every description, and in that reliance they submit to your Honourable Court the following statements of the great disparity of the circumstances in which the two services are placed, and the various points of inferiority under which they labor, and which would effectually prevent their advantages being made equal to those of the Military if combined in the same Fund. They trust that having done so your Honourable Court will admit the propriety of their situation and will revoke the resolution contained in your letter above quoted, and that you will be pleased to sanction the establishment of a Fund as detailed in the first part of your Memorialists address.

The circumstances to which we wish to draw the attention of your Honourable Court are divisible into seven heads, viz. 1st. The unequal distribution of rank from the difference of promotion. 2d. The want of a rank corresponding with that of Major. 3d. The unequal relative proportion of superior rank to the total number of each profession. 4th. The much greater length of service required from them before they can retire. 5th. The greater age they can attain before they can enter the service to the corresponding periods required from the Military. 6th. The being compelled to serve a certain number of years in each rank, before they can enjoy the pension of that grade, instead of obtaining the pensions as your Military servants do, immediately on promotion.

7th. The disproportion of the superior grade of pension when obtained.

In elucidation and proof of the above your Memorialists submit the following

#### ABSTRACT STATEMENT.

In the Military Service there are 1,980 Officers, of which there are

Colonels . . . . .	80 or 1 in	24 75
Lieut. Colonels . . . . .	99 or 1 in	19 10
Majors . . . . .	99 or 1 in	19 00

Total number of Field Officers. . . 278 or 1 in 7.12

In the Medical Service there are 364 Officers, of which there are Members of Medical

Board . . . . .	3 or 1 in	121.33
Superintending Surgeons . . . . .	11 or 1 in	32.81

Total number ranking as Field Officers . . . . . 14 or 1 in 26.00

£. s.

A Major, after 25 years' service, at the age of 41 gets . . . . .	273 10
A Lieut. Colonel, after 29 years' service, at the age of 45 gets . . . . .	365 0
A Colonel, after 33 years' service, at the age of 49 gets . . . . .	456 0
A ditto, entitled to off reckonings after 35 years' service, and at the age of 51 gets . . . . .	1090 0

A Surgeon may retire after 17 years' service, and when he is 39 years old, and only gets, 191.12	
A Superintending Surgeon will not reach that rank till 28 years, and he must be 2 years as such, making 30 years of service, when his age will be 52 years, and gets . . . . .	300 0
A ditto ditto after 5 years as such, when he will be 55 years old . . . . .	365 0
A Member of the Medical Board, when 2 years as such, which he reaches in 38 years, which makes 40 years of service, and he will be 62 years old, gets . . . . .	500 0
A ditto ditto, after 5 years as such, when he will be 65 years old . . . . .	700 0
N B. The periods at which the ranks are obtained are taken from an average of promotion in 1831-32.	

By the above it is apparent that in every point of view the situation of the Military is infinitely superior to that of your Memorialists, who can never look forward to attain a higher pension than that of £700, after 43 years' service and at the age of 65, when they are worn out and incapable of enjoying it, whereas a Military Officer after 35 years' service and while still in the prime of life, gets £1,000 a year. A Medical officer receives no pension, upon which it is possible for him to retire with any comfort until he is 52 years old, after a service of 30 years, when he gets £365 per annum; while a Major, after 25 years' service, and when only 41 years old, retires upon £273 a year.

The great disproportion of Field Officers (to the total numbers of the Military) to the corresponding grades in the Medical service (to their numbers) exhibits a still greater discrepancy, that of Field Officers being 1 in 7.12, and the corresponding grades in the Medical service only 1 in 26; a less proportion than that of Colonels to the whole Military service, which is 1 in 24.75. The ages in the abstract statement are calculated with reference to those at which persons are allowed to enter your Honourable Court's service, the Medical at 22, the Military at 16 years, making a difference of 6 years. This may appear to be of trifling moment, but it is not really so, for the Medical Officer is put to great additional expence on account of his professional education for the period of 6 years longer than the Military Officer, and in return for which he neither

reaps corresponding advantages during service, nor upon retirement

These several points constitute so great a difference between the two services, and afford so deplorable a prospect to your Memorialists, if compelled to resort to the Military Retiring Fund, that it would be extreme folly in them to subscribe to it at all, even if ever established, of which there are considerable doubts. They confidently trust that your Honorable Court will take these circumstances into consideration, and will be pleased to extend to them the same degree of support (in proportion to their numbers, and they ask no more) that has been granted to the Medical service at Madras, and by so doing enable them to look forward to passing the latter days of a life, devoted to your service, with some degree of comfort, and before every sense of enjoyment is obliterated by the combined effects of age and climate. The strength of the Medical service at Madras, we believe, to be 182, that of the Bengal service is 364. The Madras Medical Fund gives 3 pensions annually, with such an increase as can be afforded, and hence 6 for the Bengal Military Fund commends exactly in proportion with the number allowed by the Madras Fund.

Your Memorialists beg further most respectfully to submit that their amalgamation with the Military in the Military Fund is productive of great injury to their widows from the operation of the clauses here-mentioned, more particularly the want of a rank corresponding to that of Major, and for which cause they conceive it might not be unadvisable, on some future occasion, for them to appeal to your Honorable Court to allow of the separation of their interests from it, with the view of embodying them in a fund of their own, as has been done by the Medical service at Madras, and they trust that the hardships they already suffer from the two services being united in one Fund, will not be adduced as a reason for entailing still greater by combining them in a Retiring Fund.

In conclusion, your Memorialists throw themselves on the liberality and honor of your Honorable Court, relying confidently that you will allow a Medical Retiring Fund on your Bengal Establishment to be established distinct from the Military, and that you will also allow it to pay off 6 retirements, annually, remittable through your Treasury

(Signed) ———

The following letter to Colonel Cassment, C. B., Secretary Government Military Department, was next read.

TO COLONEL CASSEMENT, C. B.

*Secretary to Government Military Department.*

Sir,—Since we had the honour to address you on the 20th ult. requesting that you would do us the favour to say our Memorial to the Honorable the Court of Directors before the Right Honorable the Governor General in Council for his Lordship's consideration, we have had the honor to receive your letter to the address of our Secretary, dated the 19th ultimo, with Copy of Paragraphs 1 and 2 of a letter from the Honorable the Court of Directors. No. 84 dated 5th September, 1832, referring to the institution of a Medical Retiring Fund under this Presidency.

In consequence of the receipt of this document we deemed it necessary to make an addition to the Memorial, with the view of soliciting that the Honorable Court would take our original Petition into their favorable consideration.

We trust that what we have added will meet the approbation of The Right Honorable the Governor General, and that His Lordship will do us the honor of recommending our Memorial to the favorable consideration and patronage of the Honorable the Court of Directors.

We beg at the same time to transmit to you the accompanying Plan of the Medical Fund, for the information of the Right Honorable the Governor General. We are now engaged in revising the several provisions of it, and when completed, we shall do ourselves the honor to lay it before His Lordship in its amended form.

We have the honor to be, &c. &c. &c.

Calcutta, 5th March, 1833.

Lastly the Committee proceeded to read in continuation the Plan of the Fund.

2. Proposed by Mr. Wood, seconded by Mr. Pearson, and negatived by a Majority—

Section 1st Reg. 2d. "That annuities only shall be granted by the Fund, and that Regulation 2d be altered accordingly "

3d. Proposed by Mr. Pearson, seconded by Mr. Hutchinson, and negatived by a majority—

Reg. 2d "That there being neither buying nor selling in the transaction, but simply depositing a sum of money, the interest of which shall pay the annuity, the words " to supply the purchase money of each " be left out and the words " to provide for each annuity " be substituted in their stead.

Reg. 3d to the following effect, viz. " To entitle a subscriber to the annuity of £300, or an equivalent bonus, he must pay into the Fund half the value of the annuity, reckoning as payment the amount of his previous subscriptions calculated at compound interest at the rate allowed by the Honorable the Court of Directors, or otherwise received by the Fund. Should his subscription not have amounted to this sum, it shall be optional with him to receive an annuity or bonus, diminished in proportion to the deficiency"—was agreed to by the meeting with the exception of Mr. Hutchinson who was of opinion "

"That the provisions of the Regulation are extremely ambiguous and require to be more clearly defined, with the view of preventing future disputes."

4. Proposed by Mr. Hutchinson, seconded by Mr. Wood, and unanimously carried—

Reg. 4th. "That the latter part, commencing with the words, " It shall however be optional," be omitted, as calculated to complicate the Fund without being productive of any adequate advantage."

5. Proposed by Mr. Wood, seconded by Mr. Hutchinson, and carried—

Reg. 4th "That the following words shall immediately follow the words " may be offered to him, on paying up his subscriptions to the period of his becoming an annuitant "

6. Proposed by Mr. Mercer, seconded by Mr. Corbyn, and carried—

"That the Members of the service be invited to come forward as speedily as possible as subscribers to the Fund."

7. Proposed by Mr. Bramley, seconded by Mr. Corbyn, and agreed to by the Meeting—

"That the next Meeting of the Committee shall take place on Wednesday evening, at the house of the Secretary to the Medical Board, at 8 o'clock "

H. S. MERCER, Secretary,

Calcutta, 9th March, 1833.

## MEETING AT THE FREE SCHOOL.

A meeting of the subscribers and donors to this Institution was held in the School-room on Saturday 16th March to take into consideration the Bishop's award, on the subject of the affairs of the school. On the motion of Mr. Longueville Clarke, which was seconded by Mr. Plowden, the Archdeacon was called to the chair. The venerable gentleman, in accepting the nomination, said that he should have been glad if the choice of the meeting had fallen on a more competent person, and suggested that a gentleman who had been named to him, Mr. Mangles, would be a much fitter person to fill the office, if they would but wait a few minutes till his arrival; nevertheless, if it was the wish of the meeting that he should provide, he would have much pleasure in doing so. He then observed that, the com. officers of the Governors had been fully given to the award of the Bishop, which had been already published in the newspapers, and which therefore it was unnecessary to read, and that in pursuance of that award all the Governors, who were not ex-officio Governors, as well as the Secretary, had tendered their resignations. He further begged to say that he was one of those who had resigned, and that he was therefore comparatively a disinterested person; that he would ever have the interest of the institution at heart, but that he had no desire to resume his office, or to interfere in any way in the future management. As much discussion had already taken place he did think it would be desirable to avoid going into any more, and that the propositions that gentlemen had for make should be simply made, and the votes taken upon them at once.

Mr. Plowden said that he had a very important communication to make to the meeting, and one he hoped that would put an end to all discussion. Since coming to the meeting he had been requested by Mr. Sutherland to tender his resignation. They were not to suppose that he had been actuated by any motives of fear respecting the issue of the meeting, for his conduct had already been submitted to scrutiny, and he was ready and willing to submit to it over and over again, being confident that the result would be a confirmation of his acquittal. He had resigned on better grounds—he had resigned with a desire to preserve peace and harmony, and had yielded to the award of the Bishop, who had already declared him not guilty, on that ground alone, and as it had been said that the interests of the institution required his removal, he no longer desired to oppose him in it. To those who had so kindly supported him he offered his thanks and his gratitude, and to those who had been inimical to him, and opposed him on conscientious principles, he offered his forgiveness from the bottom of his heart. He (Mr. Plowden) hoped that this resignation would put an end to further discussion, and he had much pleasure in proposing “that Mr. Sutherland's resignation be accepted.”

This resolution, having been seconded by Mr. Martin, was put to the vote and carried.

It was then proposed by Mr. Longueville Clarke, seconded by Mr. W. Adams, and carried. “That this meeting do approve of and confirm the award of the Lord Bishop of Calcutta, and that it be a direction to the Governors to act upon it.”

The Chairman observed that, the award of the Bishop having been approved of by the meeting, it remained for them to elect four Governors on the

part of the public. Several persons were then proposed as Governors, and, after much irregular discussion, during which some rather invidious objections were made against the appointment of certain individuals, the following gentlemen were elected.

Mr. C. R. Martin      Mr. R. D. Mangles and the  
Mr. T. C. Plowden      Reverend T. Dealtry

It was then proposed by Mr. L. Clarke, seconded by Mr. McFarlan, and carried—“That the Governors be directed, on behalf of the subscribers, respectfully to solicit the Right Honourable the Governor General to become the Patron of the Institution, the Right Reverend the Lord Bishop to become the Vice Patron and Visitor, and the Venerable the Archdeacon to become joint visitor with the Lord Bishop; also that the Governors be authorized to appoint their own secretary.”

Proposed by Mr. Pattie, seconded by Mr. McFarlan, and carried, “That no person shall be entitled to vote at a public meeting on any question regarding the school whose yearly subscription or donation (being not less than sixteen rupees) shall not have been paid at least six months previous to that meeting.”

A question having arisen as to the expediency of admitting persons to vote by proxy, Mr. McFarlan, with a view to decide this point, proposed “That persons qualified to vote shall be entitled to do so by proxy.” The sense of the meeting appearing evidently against this proposition, Mr. McFarlan, after it had been regularly put and lost, put it in the following amended form—“That persons qualified to vote shall not be entitled to do so by proxy.” This having been seconded by Mr. Wale Byrn was put to the vote and carried.

On the motion of Mr. McFarlan, which was seconded by Mr. Adam, it was resolved “that all sums of money acquired by the school from legacies, extraordinary donations, or otherwise, of one thousand rupees in amount or upwards, be forthwith vested by the Governors for the time being in Government securities, and that a majority of the Governors shall have authority to appropriate the interest of the Government securities and other annual income to the current expenses of the school, and that no part of the funds vested in such manner shall be applied to any other purpose whatever, unless with the sanction of a public meeting consisting of a majority of the subscribers and donors resident in Calcutta.”

Proposed by Mr. L. Clarke, seconded by Mr. Pattie, and resolved—“That the Governors shall call an annual meeting of subscribers and donors on any Saturday in the month of January, of which ten days notice shall be given in the public papers, to receive their report upon the affairs of the institution and a statement of its accounts, on which day the Governors elected by the Subscribers shall go out of office, without however being disqualified for re-election, and that, in future, those Governors shall be elected by ballot.”

Proposed by Mr. Pattie, seconded by Dr. Grant, and carried—“That it be imperative on the Governors to call a General Meeting of Subscribers upon any requisition signed by twelve persons qualified to vote being transmitted to them for that purpose; the usual notice of ten days being previously given in the newspapers.”

Proposed by Mr. L. Clarke, seconded by the Rev. T. Dealtry, and carried—"That the thanks of this Meeting be offered to the Right Rev. the Lord Bishop of Calcutta, for his attention to the interests of this Institution, and for the kind and conciliating spirit in which he has successfully endeavoured to arrange the matters in dispute."

There were no speeches made at this meeting worth noticing, indeed there was nothing like a regular speech made from beginning to end, but there was much desultory conversation, nay even some wrangling, and frequently half a dozen per-

sons speaking at once; nothing like order was preserved, except for a short time after the commencement of the proceedings; no respect appeared to be paid to the chair, and on the whole, this meeting seemed determined not to be out-done in confusion by any of its predecessors. After a vote of thanks had been passed to the chairman, it broke up, characteristically enough, with hootings, hissing and revellings against one of the reformers, who had more warmly than prudently stigmatised the opposite party as "supporters of corruption."

## SUPREME COURT OF JUDICATURE.

FRIDAY, FEB. 15, 1833.

On this day, at the sitting of the Court, Mr. J. W. Hogg resigned the offices of Registrar on the Equity, Ecclesiastical and Admiralty sides of the Court, on which occasion Sir John Franks, Senior Puisne and acting Chief Justice, read the following minute from the Bench, and directed the same, to be entered in the minute book of the Registrar:

"The Judges in announcing that Mr. Hogg has resigned the office of Ecclesiastical, Equity, and Admiralty Registrar, cannot omit expressing, thus publicly from the Bench, their deep sense of the loss the public and the Court have sustained by the resignation of so able, zealous, and upright an officer."

The court have appointed Mr. Dickens to the offices of Equity Registrar and Prothonotary.

Mr. Sudduth to the offices of Ecclesiastical and Admiralty Registrar.

Mr. Henry Holroyd to the office of Clerk of the Crown.

Mr. Franks to the office of Chief Clerk of the Insolvent Court.

It is to be understood that these offices, and the other office at present held by Mr. Franks, are to be subject to such regulations and alterations, in respect of the fees, and emoluments, as to the Judges may seem meet and right."

The newly appointed officers were then sworn in and took the usual oaths of office.

Mr. J. W. Hogg then took his place at the Bar, and was called upon from the Bench in order of seniority to move.

MONDAY, FEB. 18, 1833.

Oyer and Terminer.

The first Sessions of Oyer and Terminer for the year 1833 were opened this morning. At ten o'clock Sir John Franks, the acting Chief Justice, and Sir Edward Ryan, entered the Court, when the names of the following gentlemen were drawn from the box to constitute the Grand Jury.

Robert Saunders, Esq. Foreman.

Rob John Mackie,	John Hunter,
John McLean,	Mathew Boyd,
George Jessop,	David Ross,
Sarkies J. Sarkies,	Joseph Willis,
Joseph Youngblood,	John Brightman,
Alex. Fraser,	Nelson McKean,
William F. Clarke,	William F. Dick,
Francis Kirchoffer,	Robert Syme,
Joseph A. Dorin,	Francis T. Fergusonson,
John M. Seppings,	Robert Brown,
Samuel G. Palmer,	James W. Alexander, Esq.

Sir Edward Ryan, who conducts the business of the present Sessions, addressed the Grand Jury to the following effect. Before he made any observations on the nature of the cases to be brought before them for their disposal, he would take the opportunity of making a few remarks on one or two subjects. The first to which he would advert was the state of the Calcutta Police. In the year 1829 or 1830, they were aware, that an enquiry was instituted into the state of the Police, under the direction of the Government, the result of which was the formation of a new system, separating to a certain degree the executive from the judicial duties. Mr. McFarlan was appointed Chief Magistrate, and Captain Steel Superintendent of Police. The Police has, as appears by certain statements laid before the Government, been brought into a more efficient state than it ever has been before, which appears to be chiefly owing to the separation of the judicial and executive duties. Captain Steel by the measures he had adopted had brought the executive into the most efficient state. It was necessary to show not only that crime had been more readily detected, but that it had also been more effectually prevented, and to shew that it had been so prevented, he would read some statements, which were part of the returns made to Government, and he would at the same time observe that much of the success that had attended the measure might be in a great measure attributed to the assistance afforded by Mr. Blaquiere, who had been a magistrate of Calcutta for a period of thirty three years, and who had rendered every assistance in his power to the Chief Magistrate and the Superintendent, notwithstanding that it might be supposed that he would perhaps be unfavorable to the new state of things, after having acted so long under the old one. Under the old system, in 1830, the offences brought to the notice of the magistrates were 2330, and the number of persons apprehended for those offences was 8556, of which number 55 were convicted and punished in the Supreme Court, and 570 by the magistrates in their judicial capacity. In 1831 the number of offences amounted to 1304, the new system having come into operation in the month of March in that year. The number of persons apprehended that year was 1956, of which number 86 were convicted and punished in the Supreme Court, and 589 before the Magistrates, by which it would appear that the offences committed in 1830 exceeded those of 1831 by 1026. The result of 1832 had not yet been ascertained by the return to Government, but the number of crimes known to the Police amounted to 1329; for these crimes 2023 persons had been apprehended, of whom 86 had been convicted and punished by the Supreme Court, and 630 by the Magistrates, making the total number of offenders

punished 718. By this it would be seen that the number of known offences had been considerably diminished since the new system of Police had come into operation; and this was a good criterion to shew that crimes had not only been detected, but prevented also. Another branch of the subject to which he would revert was the amount of property that had been stolen, contrasted with the amount that had been recovered. In the year 1830 it appeared that property to the amount of rupees 1,36,383 had been stolen, out of which property to the value of rupees 4851 had been recovered. In the year 1831 the amount of property stolen was rupees 1,23,714, and the amount of that recovered was rupees 33,828, but it was necessary to state that in that year a very extensive robbery had been committed on the premises of Canning Lall Tagore, of which a very considerable quantity had been recovered, which might in some measure account for the very great difference of property recovered in the two years. In 1832 the amount stolen had been rupees 62,981, of which property to the amount of rupees 6793 had been recovered. These were in effect the details of the returns he had alluded to, which were in his opinion as accurate as could be expected. Had it been practicable to compare the state of crime with the increase or decrease of population, more accurate information might have been obtained, but that could not be well done here as no census of the number of inhabitants was ever taken, as was the case in England. When Mr. Peel brought in his bill, he computed the number of inhabitants in London to be 167,000. Some difference existed between the powers vested in the magistracy here and in London, as regarded the commitment of offenders. The number of persons committed for trial to the Old Bailey in that year was 2180. In 1828, after an interval of seven years, there was an increase in the population, which brought the number to 14,19,000, and in the same year the commitments to the Old Bailey amounted to 3564, which shewed that the increase of crime was in a great measure owing to the lax state of the Police, and the ineffectual measures taken to prevent it. The statements returned to Government would strongly shew by comparison that the Police in Calcutta was in an efficient state. There was yet another matter that he had to bring to the attention of the Grand Jury, and which had frequently been brought to his notice when presiding in that Court; he alluded to the great activity of the native officers of the Police. He was aware that opinions prevailed that the present was not the purest system that could be introduced, and he had no doubt that there were defects; but that it was not in so defective a state as imagined, would be proved by a statement which he would read. In no less than fourteen cases that had occurred since July last, he had discovered that the offences of which the parties had been convicted had been unknown by the native Officers, who had been the first to apprise the parties robbed of their loss, and there were many cases in which they had seized the offenders, with the property on their persons. There had been of late a great variety of such cases, and, compared with the amount that had been stolen, the property so recovered he thought would shew strongly that the Police was not now so inefficient as might be supposed by some. He was not speaking, he would beg to impress upon their attention, of one solitary case, but of a great variety that had come under his own observation. These were all the observations he had to make on the subject of the Police, but there was another subject which he wished to call their attention to; it was the Act of Parliament that had lately arrived regulating the future appointment of Justices of the Peace and Jurors in India, and which provided that any person

resident in any part of the country, not the subject of a foreign state, was eligible to be appointed to act as a Magistrate in Calcutta, Madras or Bombay. Prior to the passing of this act, as they were aware, no person could act as a Magistrate in these presidencies, unless he were a British subject, or in the Honorable East India Company's service; but now it was left open to Government, if it thought proper, to appoint any person not a subject of any foreign state, and this act had done away with an invidious distinction, which had never met with his approbation. The mode of appointment was the same as that provided for under the 33rd George 3rd, excepting that Government were left at liberty to prescribe such form of oath as it deemed most appropriate and binding on the natives. This was an act of great importance in all its bearings, as it was the first time that judicial power had been given to natives over British subjects. He for one rejoiced exceedingly that the British Government had done away with all distinctions between its European and native subjects, and was satisfied, from the experience that he had already had, and from his communications with natives, that there were persons fully competent to act as Magistrates. Some might suppose that a great knowledge of the law was required to render a person eligible to fill the office of a Magistrate, but he for one thought otherwise. He had attended very much to the proceedings of the Quarter Sessions at home, and had observed that the best Magistrates were those who had been chiefly guided by common sense, and who had not mixed up their duties with the technicalities and difficulties of the law. He saw no reason, with the intelligence of some of the natives, who had a considerable knowledge of the English language, why they should not be competent to perform these duties. Another point connected with the same subject he would observe. All the proceedings of the Magistrates had been open to public view, and Reporters had been, he believed, encouraged by them to attend those proceedings, at least those of a judicial nature; where the investigations were of a preliminary character, such a course might be injudicious, as publicity might prevent the detection of crime, but in all cases finally decided on by a Magistrate, the proceedings must be open to the public. Should natives be appointed, they would have the benefit of the assistance of the present able Magistrates of the Police, and from the advantage of an accurate knowledge of the languages, customs and manners of their fellow natives, they would be able with more certainty to come to just conclusions in the cases brought to their notice. As a proof that a great knowledge of the law was not necessary in some judicial situations, he would mention an anecdote told of Lord Mansfield and a person who had been appointed Governor of one of the Colonies. The latter expressed to the former some doubts of his ability to perform the duties of a Judge in Chancery which would devolve upon him in his capacity of Governor. Lord Mansfield replied to him "trust to your own good sense, but beware of giving the grounds of your judgment for though your judgment will probably be right, the arguments by which you arrive at that judgment will in all probability be wrong." He, for one, fully concurred in the necessity of advancing natives to offices of responsibility. The next part of the act related to serving on Jurors. Prior to the month of May 1826, none were eligible to serve as jurymen but British subjects, but the act then passed extended the privilege to all not subjects of foreign states; the Grand Jury was, however, only to be composed of Christians, and the same rule was applicable to Petit Juries, when Christians had to be tried. When he first addressed a Grand Jury in that Court, he expressed his great regret that a

tives were not eligible to sit on Grand Juries, feeling from a strong sense of their capacity, that it was treating them at least with neglect. Fortunately they had not now to lament the existence of such a restriction for by the late Act he was happy to say that it was removed, and they were now eligible to serve on Grand Juries, as well as on Petit Juries where Christians had to be tried. He rejoiced that these distinctions had been removed, and thought it might be argued that it would be dealing hardly with Christians to try them before native Jurors it might be said with equal justice in reply, that it was equally hard for natives to be tried by Christian Jurors. The Legislature had expressed itself in a similar manner, and, as it was now the law of the land, he trusted that the Government would give directions to the Clerk of the Crown to carry the intentions of the Legislature into effect. He had always thought that in civil actions the parties should have the option of calling for a jury, but that was not yet the law of the land.

He would now advert to the Calendar in which there were only one or two cases of any difficulty, and to them he would confine his observations; but it the Grand Jury in the course of their investigations required any information from him, he would be most happy to afford it. The first case that required notice was that of *Parvati Lall*, who stood indicted for the wilful murder of a female child named *Kumnee*. If the depositions were to be believed there could be no doubt that by the hand of the prisoner the blow had been struck that caused her death, but it would be a question whether he could distinguish right from wrong at the time of

the infliction of that blow. It would appear that on one occasion, in 1828 and on another in 1831 he had been confined in the Lunatic Asylum. The mode in which the offence was committed must also furnish some grounds by which they might judge whether the act was like that of a man in his right senses, or whether he could have any motive for acting as he is stated to have done. The learned Judge then described, from the evidence taken before the Coroner, the manner in which the murder had been committed, and read the opinion of the presiding Judge on the trial of *Lord Ferrars*, which went to show that if a criminal possessed sufficient reason to restrain his passions, at the time of the crime, he could not be entitled to an acquittal. There was another indictment for murder against two persons named *Ramechurn Tambulee* and *Mahomed Shaffie*, but he would not trouble them with any observations, further than impressing upon their minds that it was a case that called for their most serious consideration. The last case he would notice was one in which a person named *Gourie Sunkor* and a woman called *Jusoda* were charged with conspiring to obtain a sum of money through an action in the Court of Requests. One of these persons, *Jusoda*, had represented herself as the widow of one *Purba Lall* for the purpose of recovering a claim due to the deceased. If these facts were proved they were certainly amenable to the laws and of a nature that demanded punishment. The learned Judge then concluded his charge by again tendering his assistance to the gentlemen of the Jury should they require it in the course of their investigations.

## INSOLVENT COURT.

SATURDAY, FEBRUARY 16, 1833.

*Before Sir Edward Ryan.*

S MUR

Mr. Turton, on behalf of Mr. Calder, of the firm of Mackintosh and Co. appeared to show cause why an order should not be granted, compelling the payment of a sum of money by Mr. Calder to the Bank of Bengal. It appears that previous to the departure of Mr. Nathaniel Alexander from Calcutta, the Court issued an order, declaring a dividend, to be paid by Messrs. Alexander and Calder, the Assignees of the Insolvent estate of *Rangisore Dutt*, on all proved claims against the estate. The whole amount collected by the Assignees for the payment of the dividends was placed by Mr. N. Alexander in the house of Alexander and Co. with the exception of five thousand rupees, which sum was placed by Mr. Calder in the house of Mackintosh and Co. The amount payable to the Bank of Bengal, according to the dividend ordered by the Insolvent Court, was rupees 60,000, out of which Mr. Alexander paid rupees 35,000, leaving the remainder in the house of Alexander and Co. at the time of his departure. The difference due to the Bank of Bengal having never been paid, up to the date of the failure of Messrs. Alexander and Co. the Advocate General, on the part of the said Bank, sought to recover it from Mr. Calder.

Mr. Turton contended, that Mr. Calder could not be held responsible for more than the five thousand rupees actually received by him, and cited different authorities in point, one of which tended to show

that although a sum of money were paid in different portions to two or more Assignees, and they gave, as they were bound to do, a joint receipt for the same, yet they could not be made liable for more than they had each individually received.

Mr. Alexander proved that he had paid into the Bank of Bengal rupees 35,000 out of the amount ordered by the Court, and accounted for not having paid the remainder by stating that he had discovered an error in the calculation in the order of the Court to the amount of a lunk and a half of rupees, which he was desirous of being rectified. The remainder, with the exception of the five thousand rupees in the hands of Mr. Calder, was in the house of Alexander and Co. at the time of his departure.

Mr. Calder, in reply to the Advocate-General, said that all the creditors who had applied for their dividends had received them, and that if the Bank of Bengal had made application they would have received them also. He was aware at the time of Mr. Alexander's departure that the money was in the hands of Messrs. Alexander and Co. and could have drawn it if he had thought it necessary, and should most certainly have done so, if he had been applied to by the Bank of Bengal during Mr. Alexander's absence. In reply to the Commissioner, Mr. Calder said that he should not have considered the money safe in the hands of Messrs. Alexander and Co. if placed there for a permanency.

Mr. Turton repeated his former arguments, and concluded by trusting that Mr. Calder would not be called upon to pay more than he had actually received. Sir Edward Ryan said that he was of opinion that Mr. Calder must pay the whole amount sought for.

as he had had the control over the money, for which he was responsible. Besides this he had admitted that the house of Alexander and Co. was not a secure place to leave funds in permanently. It had been said that the house of Mackintosh and Co. of which firm Mr. Calder was a partner, was insolvent. Of that he knew nothing, and must give the order of the Court for Mr. Calder to pay the amount sought. He would be sorry to have recourse to any compulsory process, but would be obliged to do so if it was not paid.

Mr. Taitton hoped that a fortnight might be allowed for his client to make some arrangement, at the end of which time he had little doubt that the money would be paid. Sir Edward Ryan referred the matter to Mr. Pearson, who replied that he had been instructed not to consent to any thing of the kind.

The Commissioner then ordered the amount to be paid within a week, and intimated that if it was not done by then, he must issue an order of distress.

#### IN THE MATTER OF JAMES YOUNG AND OTHERS.

A Petition was presented by Mr. Longueville Clarke from the Assignees of the estate of Messrs Alexander and Co. setting forth that since the assignment they had received certain policies of insurance and shares in the thirteenth Laudable Society, some of which it would be highly advantageous to keep, while it would be equally injudicious to retain the others. The petition then prayed for an order authorizing them to keep the shares that were advantageous, and to pay up the premiums that were still due on them.

The matter was deferred till next Saturday at the request of Mr. Clarke, some of the books of the firm, on which he wished to examine some of the partners, not being in Court. Mr. Taitton signified his intention of opposing the petition in his individual capacity of a member of the Laudable Society.

Another petition was presented from the same assignees setting forth the expenses of the establishment at present kept up (though on a very reduced scale) the absolute necessity (from the great mass of business on hand) of keeping it up, at least till the schedule was filed, and the inadequacy of the Commission of five per cent (which had been ordered on the ninth inst.) to cover the expenses of that establishment, and afford them a remuneration for their services. After going into various matters of detail, it concluded by stating that, if the order of the ninth was not reversed, they would not only receive no remuneration at all, but be out of pocket, and by praying that the Court would amend the order by authorizing the payment of the establishment, by giving them such monthly fixed salary as it thought fit till the first of January next or till the filing of the schedule, and by deferring the question of remuneration by commission till after that time.

In reply to a question put by Mr. L. Clarke, the Commissioner said that it never was the intention of the Court that the assignees should advance the expenses necessary for keeping up the establishment out of their own pockets, neither was it his wish to withhold from them a liberal remuneration, but it certainly was his wish to see what he was doing. If they had come prepared with a satisfactory statement shewing him that the order of the Court was not sufficient to remunerate them, and pay the expenses of the establishment, he would not object to reversing the order, but he certainly would not do so unless every thing was clearly and distinctly shewn. Could they shew him what five per cent upon the net proceeds of the estate would bring?—Mr. Clarke said that there was extreme difficulty in ascertaining the precise value of the assets, which would be necessary towards answering the question.

The Commissioner wondered, if that was the case, how they could be so sure that five per cent would be too little. If they could not put a value on the assets, five per cent was as likely to be too much as too little.

After Mr. Clarke had again gone over the petition Sir Edward Ryan said, that all he wanted was a correct statement setting forth the value of the assets, to expenses of the establishment, and the proposed salaries of the partners and assignees, from which he would be able himself to decide whether five per cent commission was sufficient.

The assignees were not prepared with such a statement as the one required, and when asked what they would consider an adequate salary for themselves, declined answering, one of them saying that he would prefer leaving it to the discretion of the Court. One of the creditors present thought that the establishment ought to be considerably reduced, and complained of the exorbitant rate of the house rent, observing that two hundred rupees a month was quite sufficient for that item.

The Assignees were finally told that if they attended next Court day with the required statement, the Court would then consider, and be able to say whether the order should be reversed or no.

SATURDAY, FEB. 23, 1833.

Before Sir Edward Ryan.

#### IN THE MATTER OF JOHN PALMER AND OTHERS.

A petition was put in from Mr. Dickens, setting forth that the duties of his office prevented him from continuing in the discharge of the duties devolving on him as an Assignee of the above estate, and praying for an order to be discharged from his assigneeship. The order was granted, and the Commissioner expressed a wish that a similar application on the part of Mr. James Young, of the late firm of Alexander and Co. were made, and hoped that some one would bring the matter to the notice of the creditors.

#### IN THE MATTER OF JAMES YOUNG AND OTHERS.

The Commissioner observed that he had expressed a wish to the Assignees, at the last sitting of the Court, to be furnished with a statement, setting forth what would be sufficient for the salaries of the Assignees and the members of the late firm employed by them, and the expenses of the establishment, as well as the probable sum that five per cent commission on the assets would produce. He had not received any such statement, and was just where he was on the preceding Saturday. Neither of the Assignees were in Court, but Mr. Taitton observed that he had understood that they intended to withdraw their application, on hearing from him (the Commissioner) that they were at liberty to pay the expenses of the establishment, out of the funds of the estate.

Mr. Dove observed that it was necessary for the creditors to know the extent and particulars of that establishment, that they might satisfy themselves that no unnecessary expense was incurred, and Mr. M. Meyers remarked that there was a very fine house belonging to the estate in Clive Street, which was empty, and which might at all events save them the expense of house rent.

The Commissioner said that he could not act upon assertions however well founded. If any of the creditors had any thing to allege, or could shew that the funds were in any manner misapplied, it must be done by putting in a petition accompanied by an affidavit, on which an order  *nisi* would be granted by the Court, which would be made absolute, if the Assignees could not shew cause against it.

IN THE MATTER OF RAUKISSORE DUTT.

It will be seen above that the Court passed an order in this case, directing Mr. Calder, of the firm of Mackintosh and Co. to pay into the Bank of Bengal a sum of money remaining due from a dividend, with an intimation that if it were not paid by this day, an order of distress would issue. The amount not having been yet paid, in conformity with the order, an application was made on behalf of the Bank of Bengal to levy the sum by the distress and seizure of the goods of Mr. Calder. The reason assigned by Mr. Turtun on behalf of Mr. Calder, for the non payment of the money was, that there were grounds for appeal against the order, inasmuch as the order had been made for the full amount, without deducting the commission to which the Assignees were legally entitled. Sir Edward Ryan we understood to say, on the other hand, that, if the money were not paid into Court before a distress were issued, they (the Assignees) would be defaulters, and not entitled to their commission. Their best course would be to pay the money into Court, pending the appeal, and if that were not done, he should be obliged, however reluctantly, to issue the order of distress.

Mr. Turtun represented the injury that would be sustained by Mr. Calder, by the issuing of the order, stating that he had every reason to believe that the money would be paid in by Mr. Stacy, Mr. Calder's Attorney, in a very short period, and earnestly begging to be allowed a little more time.

The Commissioner observed that the order ought to have issued on the 16th inst. for the Assignees were to have the money ready when called upon by the Court to pay it. He had deferred it in the hope that some arrangement might be made during the week, but under the circumstances of the Insolvency of the firm, he did not like to risk it any further. He must order the warrant to issue, and could do nothing in mitigation but allow it to remain in the Office of the Chief Clerk till eleven o'clock on Monday morning, at which time, if it was not paid, the warrant must be put in force.

Mr. Turtun again represented the injury that would inevitably ensue if the warrant were issued, and begged very hard, at different intervals, that the order might not be made until the 25th, by which time he felt assured that the money would be paid, subject of course to an appeal. At the rising of the Court Sir Edward Ryan consented to defer passing the order till ten o'clock on the 25th inst. when he would again sit previous to the opening of the Supreme Court, and issue the warrant of distress if the money were not then paid.

IN THE MATTER OF RAUKISSORE DUTT.

Mr. Stacy on behalf of Mr. Calder, the co-assignee, made an application for permission to pay to the Common Assignee Rs. 42,823 10 9, less Rs. Rs. 6,905, an amount for commission on the sums which have actually been disbursed.

Sir EDWARD RYAN said the court allowed the commission on the sums disbursed, Mr. Calder being now ready to pay in Rs. 35,918, without any commission. Under so equitable an adjustment the Court thought the common assignee ought to be satisfied.

Mr. Macnaghten expressed himself satisfied, and the amount was paid.

SATURDAY, MARCH 2, 1853.

IN THE MATTER OF ROWLAND ALLPORT.

Some opposition was made to the discharge of this Insolvent, on the ground of a supposed want of distinction between his separate and joint estates. This objection was however overruled by the Court, and the Insolvent was discharged.

IN THE MATTER OF JOHN SHIRCORE.

No opposition appearing against this Insolvent he was discharged, after undergoing an examination, and taking the usual oath to the truth of his schedule.

IN THE MATTER OF JAMES YOUNG, GEORGE BALLARD AND OTHERS.

In this case the following members of the late firm were examined, on the motion of Mr. Longueville Clarke:

*Nathaniel Alexander sworn.* The firm of Alexander and Co. of which firm I was a member, were Secretaries to the 12th and all the other Laudable Societies. Messrs Gordon and Cullen were directors. Messrs Alexander and Co. had a number of assurances in the sixth and twelfth Laudable Societies, and have some still in the seventh and thirteenth. The twelfth Laudable Society were their creditors to a considerable amount, and the following arrangement was made between the directors and myself, on behalf of the firm, to secure the payment of the debt, namely, we assigned over to them a certain number of shares, as well as certain promissory notes, to enable them, if necessary, to pay the premiums. These two notes, one of which is dated the 6th and the other the 27th of June last, were sent to me by Mr. Cullen, and have reference to the arrangement to the twelfth Laudable Society. Mr. Cullen, as trustee for the other directors, would have been answerable for the premiums. Immediately after the arrangement I became ill, and proceeded to China for the recovery of my health. Mr. Sutherland took up the arrangement after my departure, and I have heard that he carried it into effect for the seventh and thirteenth Laudable Societies.

*James Charles Colebrook Sutherland sworn.* I made an arrangement, on behalf the firm of Alexander and Co. of which I was a Member, with Mr. Cullen, to secure the payment of the amount due by the firm to the Seventh Laudable Society. As far as I understand, Mr. Alexander, previous to his departure for China, carried on a correspondence with Mr. Cullen, the object of which was to secure the payment of the premiums to the sixth and twelfth Laudable Societies. When I was reminded that security must be given I gave certain money securities, and some shares in the Seventh Laudable Society. I never contemplated who was to keep up the shares, but it was to be inferred that we would pay them if we could, and that the Directors would if we could not. The amount of the securities assigned was about Rupees 5,00,000 as a collateral security, and was more than security for a bygone period. The impression on my mind was that I was merely continuing the transaction begun by Mr. Alexander. The shares alone would not have been sufficient to protect the Secretaries from this liability, which it was our duty to do. To have offered shares only would not have been sufficient, and therefore the money security was required as we gave no security that the shares would be paid up. Mr. Alexander was absent during all the time that I was acting for the seventh Laudable Society, and a part of the arrangement of the twelfth was also transacted by me, as he was very ill at the time.



## IN THE MATTER OF MARTIN PETRIE.

This case was postponed for six months for a further hearing, to allow time for references to be made to England.

## IN THE MATTER OF FRANCIS HOUGH.

In this case a dividend of Rs. 439 per cent was declared.

## IN THE MATTER OF JAMES YOUNG AND OTHERS.

A statement of the expenses likely to be incurred for conducting the affairs of the insolvent firm for the next three years, was handed in by Mr. Wight. We have not been able to procure a copy of this document, but we believe the following abstract will be found to contain the principal items.—

Establishment for the first year, exclusive of stationery, postages, &c.....	66,000
Salary for Mr. Alexander, at 800.....	9,600
Ditto „ Mr. Young, at 400.....	4,800
Ditto „ Mr. Ballard, at 400.....	4,800
<b>Total expense for the first year . . . Rs</b>	<b>85,200</b>
Total estimated expense for the second year, including salary for one partner (Mr. Alexander) only.....	57,600
Total estimated expense for the third year .....	45,600

Total estimated expense for three years in which remuneration for the Assignees was not included Rupees. 1,88,400  
The probable amount of Assets was valued at Rs. 8,000,000 from which about one half is to be deducted for mortgages and interest. The expenses of the establishment and the remuneration to the Assignees will have to be paid out of the remaining half.

Sir Edward Rynn said that the Assignees had omitted to state what stipulated salary they would require, without which he would not pass any order. A fixed salary might perhaps be preferable to remuneration by commission, but it was necessary that he should know what they would be willing to take.

An order of the Court was then passed directing the statement to be amended, and to be submitted at the next sitting of the Court on the 23d inst.

Mr. Dove then presented a petition, accompanied by an affidavit, praying that the Assignees be called on to state their reasons for refusing an offer of five lakhs of Rupees that had been made for one of the indigo factories, (Moran and Hill's) and that they be held responsible for any loss that may accrue to the estate from their refusal.

Mr. Dove's right to petition was questioned, on the ground that he was not a creditor. Mr. Dove observed in reply, that although not a creditor himself, he was the executor to the estate of a creditor to a large amount, and therefore had a right to petition. The Assignees waived all objection and stated that they would have given Mr. Dove any information on the subject he might have required, had he applied to them, and the Commissioner expressed an opinion that this would have been the best course. At all events the petition was informal and could not be received till it was amended, shewing upon affidavit under what powers he (Mr. Dove) acted. Mr. Hurry said, in explanation, that the leading fact in the petition was entirely false, no such offer as that stated having ever been made to the Assignees.

WEDNESDAY, MARCH 13, 1833.

## IN THE MATTER OF JAMES YOUNG AND OTHERS.

The Advocate General stated, that he appeared on the part of the Bank of Bengal, and that his object was to move “ that the Court do order that the Assignees shall accept an offer that has been made for Moran and Hill's indigo factory.” A sum anna share of this concern belonged to the late firm of Alexander and Co. for which share the sum of Rupees 2,81,250 had been offered. He made this motion on behalf of the Bank of Bengal who were mortgagees of the concern on the grounds that the offer was a fair and a liberal one, in proof of which he presented an affidavit from Mr. Stain who was conversant in such matters, stating that he thought the offer fair and liberal and that it ought to be accepted. Even if the rate offered were something below the real value of the property, he might be permitted to say that the Assignees ought to make some sacrifice, but in the present instance there was no necessity for him to do so. As an additional reason why the concern ought to be disposed of with as little delay as possible, he would state that the works were in such a situation that if they were not sold they must be much injured if not destroyed for want of funds to carry them on. The Advocate General then read several letters in support of what he had advanced. The first was from Messrs. Moran and Hill to the Assignees, and stated that the factory was nearly standing still for the want of supplies, and that if they were not remitted without delay the lands would be seized and the concern stopped, and concluded by begging, that advances might be made to save such a valuable concern from ruin. This letter was dated the 8th of March instant. Another letter dated the 25th of February last recently pressed the assigners to remit money to pay to some Raja stating that unless it were done speedily, the season would be lost. A third from Mr. Hickey dated the 26th February stated that the Raja meditated going into Court, unless the money was immediately paid. The amount required for advances for the present year was two lakhs and fifty thousand, and the Bank of Bengal refused to make any advances being of opinion that the offer ought to be accepted.

The Commissioner wished to know whether the sum required for advances corresponded with that noted by the Assignees in their statement as necessary for the same purpose. The Advocate General was not prepared to answer this question, but the Assignees replied that it did.

The Advocate General then read several other letters to the same purport as those which have already been noticed, and one from the Bank of Bengal, containing their refusal to advance any further sums, on the grounds already mentioned, and concluded by renewing his motion, supposing that the Assignees did not like to take the responsibility on themselves of selling the concern without an order from the Court to that effect.

Just as the Commissioner was about to address the Assignees, Mr. Dove, who had a heap of papers in his hand, observed that he had at the former sitting of the Court presented a petition, the grounds of which had been designated by the Assignees as false, and that he had brought documents with him, by which he could prove the truth of his statement, if he was permitted to do so. The Commissioner then asked Mr. Dove whether he was prepared to prove that he was a creditor, to which that gentleman replied that he was, as a trustee to the estate of another, and put in an affidavit to that effect.

The Advocate General, in reply to a question from the Court, said that the person who had made the offer for the estate was a Mr. William Colville.

The Commissioner after looking over Mr. Dove's papers, said that the petition was of the same nature as the application made by the Advocate General and further remarked that the affidavit put in by that gentleman proved him to be the trustee and executor of a creditor, and consequently his representative. Asking the Assignees whether they had any thing to allege against his right to address the Court Mr. Hurry replied, certainly not, and observed that he had expressed his willingness, even before, to waive all objection.

The Commissioner, after again informing the Assignees that the petition was to the same effect as the Advocate General's application, asked them whether they could assign any other reason than the one specified in a letter which he held in his hand, but which was not read, for declining the offer made for the factory.

Mr. Hurry said, that their principal reason was because it fell far short of the value set upon the concern by their sworn appraiser. This did not appear to the Court a very valid objection, as the value set upon the concern by different persons varied exceedingly, Mr. Storr's valuation being five lakhs, which was beneath the sum offered. Mr. Barne's was lakhs, which was above it, and that of another person seven lakhs and fifty thousand. Mr. Hurry then said that another ground of objection was because the proposed purchaser required credit, he had written to the Bank of Bengal, requesting to know whether they would hold themselves responsible if they accepted of the proposed terms, but they had not been favored with an answer, consequently they, the Assignees, had not considered themselves justified in taking the offer. If the Bank, who were certainly the best judges of credit, refused to be responsible, they surely could not expect them to take it.

The Advocate General said, that the Bank would not object to giving credit, if the deeds were left in its possession. Mr. Hurry replied that the question was, whether the Bank would exonerate the estate.

Sir Edward Ryan said, that he was ready to pass an order with reference to what ought or ought not to be done so far as selling the estate went, but he could not direct the Assignees to sell on credit, unless he was assured that that credit was good.

The Advocate General thought that if the Bank were satisfied it was quite sufficient, and observed that it did not appear to him that the Assignees had any interest in that part of the question. In reply to a question from the Court he said that he feared that there would be but little of the purchase money remaining, after the mortgage was paid off.

The Commissioner then remarked that the assignees were not to suppose that, after they had got the estimated value of any certain factory, they were bound to wait till they could procure that exact price, they were to use their discretion, and to sell them to the best advantage, the appraising being only adopted to guide them in their transactions. In the present case he was satisfied that if there were

no difficulty on the subject of security, the offer ought to be taken, and he was willing to make an order to that effect.

The Advocate General said that the Bank would have no objection, and the assignees observed that that was all that they wanted. Mr. Wight made some objection, as we understood, on the ground that a Mr. Hickey, who was also a part proprietor, had not been examined, but the Court would not notice the objection, it not being supported by any affidavit, further than by vouching the order in the following manner:—"That the Assignees be at liberty to complete the sale of their interest in the property, and to execute all necessary deeds."

Mr. Turton made a similar application on behalf of Mr. Ludard, a creditor of the estate, who had made an offer first of rupees 45,000, and subsequently of rupees 50,000 for another of the factories appertaining to the estate and which had been in like manner declined.

The reason assigned by the Assignees for not closing with this offer was because they had received a much better one. A great deal was said pro and con about the capability of the person who had made the superior offer to pay for his purchase, but Mr. Turton eventually withdrew his motion, observing that if the amount were realized it would be all the better for his client, who was a creditor to a large amount, and hoping that the light of reason would shed its benign rays upon the Assignees, and save him from the necessity of making any fresh application.

Mr. Alfred Lingham then presented a petition to the Court the contents of which we are unacquainted with, it not having been read.

The Commissioner told Mr. Lingham that in presenting documents to the Court he ought to be careful of the language he made use of. If he wished it to be noticed he had better present it in an amended form, as he could not receive it in its present shape, it being neither more nor less than an attack upon the characters of respectable individuals. He then informed the Assignees that the application prayed the Court to pass an order directing them to find security, but that it was not couched in proper terms; he had however always taken it for granted that it was understood that all large sums should be invested in Company's paper and all floating balances placed for security in the Bank of Bengal.

Mr. Hurry replied that all sums were at present and had hitherto been placed in the Bank of Bengal but that they had made an arrangement with the Union Bank to place large sums there when they had realized them for which they were to receive interest.

Sir Edward Ryan appeared satisfied with this explanation, and further observed that an order of the Court had been passed directing them to file their accounts quarterly in the Court for the inspection of all who were concerned. They replied that it had and that they would not only do so, but that the accounts were at all times open for the inspection of any of the creditors.

## IMPORTANT TO MARINERS.

*Extract from the Report of the Ship Nerbudda*—"Struck heavily against a rock or wreck, and bilged, in working into the South entrance of Cheduba Straits, observed no appearance of shoal water, and had 13 fathoms ten minutes before striking, with Tree Island bearing N. W. by W. distant about ten miles: have been able since the 10th

to keep the ship free birth, one pump constantly going

"In the above situation I believe no danger was known or supposed to exist, having fell in with Captain Ross the Marine Surveyor the same day and gave him a memorandum of the bearings," &c.

# REVIEW AT BARRACKPORE.

On the 25th Feb., the Commander in Chief reviewed the following Regiments, in Brigade, Commanded by Brigadier Penny, at Barrackpore, 31st Native Infantry, Lieutenant Colonel Shudham, 48th Native Infantry, Major Wheeler, 55th Native Infantry, Major S. Watson. We understand that His Excellency expressed himself highly gratified with the performance of the Brigade. The following is a sketch of the movements gone through on the occasion.

1. Forms column of Mass in front of Left.
2. Advances to the Attack Front column suddenly deploys, and the Line is ultimately formed to the Left Flank.
3. Advances in open column from Left of Battalions; being menaced on the Right, Line is formed on the Right Battalion.

4. Retires in Echelon of Battalions from the Right. Squares on the centre of Battalions. Reform Line on a named Company of the centre Battalion.

5. The Line advances to the charge.
  7. Changes position in open column by the flank march of companies by threes.
  8. The Line retires and passes a defile, covered by Skirmishers.
  9. Deploys into Line to the original Front.
  10. Change Front to the Left.
  11. The Line advances to the General Salute.
- After this the Brigade broke into open column and marched past in Review.

## SILK MART,—1st MARCH, 1833.

### No. 25—REPORT UPON BENGAL RAW SILK.

*Raw Silk.*—We have not the power of reporting any renewal of business in this article. The market remains in utter inactivity, and must so continue, while prices continue to range at their present rates. There have been only two very small sales during the month, and scarcely any thing has been imported. We understand the Company's investment will not exceed 5000 Bales.

#### *Particulars of Importation and of Price to 28th February 1833.*

Mds.	90	8	10	Cossimbazar, of fair quality, November bund, but held at 11-4 per factory seer, and no buyers.
"	44	0	0	Bauleah, good Native filature, November bund, held at 10-8 per bazar seer, one small sale at 10-2 per bazar seer, for Bombay market.
"	18	8	0	Fureedpore, not exposed for sale.
"	7	39	12	Radnagore, middling quality, held at 9-12 per factory seer.
"	91	39	0	Radnagore, waste and inferior.

Mds. 252 15 6

#### *Exportations of February.*

To London, ..	Bales	4	Maunds	4	20
Madras, ..	"	21	"	41	20
Bombay, ..	"	8	"	17	0
		33		63	0
Total, Company's Exportation to 28th February 1833.					
	Bales,	3563	Mds.	6304	10

PRESGRAVE AND CO.

## INDIGO MART,—1st MARCH, 1833.

## No. 10.—Report upon the Market and Crop of 1832.

**INDIGO.**—Since our last Report of the 1st of February, there has been no diminution in price—on the contrary some parcels of middling and superior have been taken at an advance of full 5 per maund. There have been few transactions, because the activity of December and January nearly cleared the Market in an unusually short time: the principal sales of the past month have been to the Hon'ble Company. There have however been five Auction Sales during the month—3 at the Indigo Mart—1 at Cruttenden and Co.'s Godowns of fine broken and rejections, and another of an entire dispatch of Dacca Indigo, marked W & C, altogether about 1200 Chests, the latter sold freely at from 105 to 142-8, and 117 for the broken pieces.

HM	broken pieces .....	80	Chests at	127-8
P & Co.	} ditto and rejections .....	15	..	" 112 to 122
B				
AB&Co.	ditto .....	25	..	" 122 " 130
	Small pieces and inferior .....		..	" 112 " 120
	Good native without much mixture .....		..	" 115 " 125
The principal Private Sales have been :—				
HM	Jungypore, good to fine shewy violet ...	740	Chests at	145 Company.
JHS	Bennars, good to shewy blue violet ...	30	..	" 130 England.
P	Mirzapore, middling to good dull do. ...	45	..	" 135 France.
HM	} Moorsheadabad, good to finest violet ...	200	..	" 140 Company.
MASEYK				
GNC	} Bancoorah, coarse and good consuming .	200	..	" 130 Do.
IMCR				
S	} Nuddeah, good to fine red violet .....	60	..	" 140 England.
3				
MLD	Midnapore, coarse to good consuming..	40	..	" 120 Do.
CVH	Rungpore, good to fine do. ....	200	..	" 130 Do.
MR	Arrah, coarse red to shewy violet. ....	100	..	" 125 America.

The Company have completed their purchases for the season, and have taken 6287 Chests, weighing 22566 maunds, at a total cost of a fraction above 30 lacs of Rupees, making their average purchase under 135 per maund. They have advanced upon Shipments passing through their hands to the extent of about 30 lacs of Rupees upon 8591 Chests, containing 32078 maunds.

The total Importation per Custom House Report is :—

By European Consignees, .....	Chests	30704	Maunds	108000
Native Ditto, .....	"	5107	"	12642
As per Details annexed,* .....	"	35811	"	120,642

*Total Exportation to the 28th March.*

To Great Britain, .....	Company, Chests	4731	Maunds	18282	12
	Private, "	16597	"	61171	23
France, .....	"	7339	"	24306	5
America, .....	"	1960	"	5826	26
Gulph, .....	"	1034	"	2994	1
Bombay, .....	"	200	"	681	14
		31861		113262	1

There now remain in the Market for Sale, after deducting the weight of Company's purchases, yet unshipped, exactly 2100 Maunds.

Reports from the Interior speak favorably of January sowings, and also of the weather for preparing Lands. Seed is good, plentiful and cheap, and were Money abundant, a large supply might be expected from season 1833—but we have ascertained with tolerable precision, that the total outlay will not exceed 85 lacs. We cannot therefore look for more than 100,000 Maunds in the very best Season.

PRESGRAVE AND CO.

## INDIGO IMPORTATIONS FOR SEASON 1832.

	FERGUSON AND CO	CRUTCHEN AND CO.	ALEXANDER AND CO.	PALMER AND CO.	MACINTOSH AND CO.	COLLIN AND CO.	COCKRELL AND CO.	CLIFFORD AND CO.	W. C. HUR RY, Esq.	BURR, R. SHAND AND CO.	W. STONE, Esq.	HADSLAV AND CO.	CLIFFORDS AND CO.	ARMOUR AND CO.	C. A. CA- VORE, Esq.	J. MACHUR, Esq.	INDIGO MART	SUNDRIES.	NATIVE FAC- TORIES	
Purkabad & Western Provinces.	711				42												83	247		1083
Allahabad, Mirzapore & Benares.	460	389	482	305							22								68	1668
Jaunpore, . . . . .																				
Ghazepore, . . . . .	130	29	179																338	
Corruptore and Azimpoore, . . . . .					1187														1187	
Chuprah and Tychool, . . . . .	1342	7901	4840		219	4469	137	1735		1256			831				133	88	44	23028
Fatna, Buxar and Dinapore, . . . . .	846				331			496				651						28		2527
Purneah, . . . . .	50	893	525	851	475		622	108	1029	309				179				180	495	5695
Monghyr and Beglipoore, . . . . .	818	464	608	31	117	16	113											45	183	2425
Malda, . . . . .							543													543
Rajeshwe, Natore and Dinajpoore, . . . . .	1419	430	1441	829	240		1746										35	219	625	6984
Dinapore, . . . . .	52				72	194	1285											498	2101	
Mymensing. . . . .	406																	115		611
Dacca and Jellalpoore, . . . . .	2418	890	3211	745	124					137									13	7565
Jessore and Faridpoore, . . . . .	8756	6352	677	1021	1175	816					255					688	966	214	4513	25433
Moorthelbad, . . . . .		4084		1497	1607		611								732		438	162	466	9627
Niddera and Kishnaghar, . . . . .	9879	697	1933	407	3266				623		855					151	404	364	2911	21595
Burdwan, Benarook & Berhloom, . . . . .	751			518		1033	312		403		579							1024	585	5205
Hoghty and 24 Parganahs, . . . . .		563			178		174	144							86			234	1413	2843
Balasore, Midnapore and Cutlack, . . . . .				53	202	36	6										53			350
	28158	22712	13898	6399	8078	7731	5579	2466	2055	1702	1744	684	831	265	752	839	2132	2889	1184	120799

PRESGRAVE AND CO.

Calcutta, February 20, 1833.

## MEETING OF THE AUXILIARY BIBLE SOCIETY.

The 22d anniversary meeting of the Calcutta Auxiliary Bible Society was held at the Town Hall on Monday evening, the 18th March. The Bishop, who was called to the chair, after a short preliminary address descriptive of the deep interest he felt in the objects of the Society, requested Mr. Deatry, the Secretary, to read the committee's report of the proceedings of the last year, which was accordingly done. It commenced by acknowledging, with feelings of gratitude, the measure of good will and support which was continued to be given to the Society, which proved the constant attachment of its friends. After adverting to the loss of Bishop Turner, it congratulated the Society on the arrival of another Prelate, who had been a zealous friend to the interests of the Bible Society for more than thirty years, and informed the meeting that, on the arrival of Bishop Wilson, a deputation, consisting of the President and secretaries of the Society, waited on his Lordship, in conformity with a Resolution, congratulated him on his safe arrival and testified the gratification of the Society at an event by which the cause of Christianity in India cannot fail to be promoted, and requested his Lordship to become the Patron of the Society; his Lordship had kindly acceded to their request, promising to do all in his power, consistent with the numerous duties of his office, to promote the objects of the Society. — The report then proceeded to notice the progress that had been made in preparing and publishing parts of the Scriptures in different languages, and observed that it was most desirable to have a standard version in the different languages, that they would therefore discontinue new translations where there was a fair and tolerable one existing already; they would encourage improvements upon versions already in use, unless good reason could be shown why they should be discontinued, and they would feel obliged to those literary gentlemen whose leisure will permit, if they would assist them in attaining this object.

The report next mentioned the Books received into the depository, and issued therefrom, and then referred to a mass of correspondence conveying intelligence from divers quarters regarding the circulation of the scriptures. With regard to the funds of the society it was stated that among the commercial distresses and failures which have occurred during the year the interests of the Society have not escaped the general calamity. The treasurer was a member of one of the mercantile houses which have lately failed, and the funds were in that house at the time of its failure. The state of the funds is therefore deplorable enough, when the vast demands which are now made upon the Society for the various editions of the scriptures which are issuing from the press are taken into consideration. There is already a debt due to the Church Mission press of more than Rs 4,000 and there are besides claims upon the Society for the printing of the book of Genesis, as well as for the supply of a considerable quantity of paper.

The Committee then addressed a powerful appeal to the Christian public, for which we have no room concluding in the following words. — "Your Committee therefore present to you the pressing nature of their claims. They would particularly direct the attention of the Chaplains and Missionaries at the different stations to them. To all the friends of the Bible Society they would call for one generous united and zealous effort on behalf of this

cause. They would have them regard the present state of India, the want of the scriptures amongst the missionaries, the demands on the numerous rising schools, the anxious enquiry which is every where manifest amongst the natives on the subject of the truth, the pressing calls for the scriptures in the various languages and dialects of the East, and the reduced state of the funds of this Society; and then, as they look at all these things, the Committee would say, 'come forward with your prayers, with your efforts, with your contributions, in some measure commensurate with the urgency of the demands; and remember that he that soweth plentifully; shall reap plentifully; that the liberal man deviseth liberal things, and by liberal things shall he stand.' May we all more than ever abound in the work of the Lord, inasmuch as we believe and know that our labour shall not be in vain in the Lord."

Mr. W. W. Bird proposed that the report be printed and circulated amongst the Members and friends of the Society.

Dr. Marshman seconded the motion and addressed the Meeting at some length.

The Venerable Archdeacon Corrie said that he had been requested to propose the following resolution. "That whilst this meeting is thankful for the measure of good will and support which has been shown to the society during the past year, it is at the same time convinced that it is far from commensurate, either with the wants of the vast multitude who are without the knowledge of divine truth, and anxious to possess it or the zeal which should be manifested by Christians in so sacred and good a cause."

The venerable gentleman accompanied his motion with a few remarks, and concluded by offering a handsome tribute of gratitude and praise to the reverend Dr. Carey, who had been for so many years a veteran and successful labourer in the vineyard, and to whose indomitable exertions in translating the holy scriptures the Society had been so much indebted.

This motion, having been seconded by Mr. R. D. Maugless, was put by the Right Reverend Chairman who expressed the great pleasure he felt in putting a motion supported by his old and venerable friend the Archdeacon, who he had known in England, and who he at that time certainly never expected to meet in this distant country. It did not afford him less gratification to see the motion supported by a young man, which justified him in the hope that when they who were old were taken away, there would not be wanting others to step into their places. The motion was carried, after which the worthy Prelate called upon the Reverend Mr. Sandys, who he observed was one of his young men at Islington, to put the next motion.

The Reverend Mr. Sandys then proposed. "That the thanks of this meeting be given to those gentlemen who have rendered their services to the Society in the translation department, and that the meeting would be further thankful to them, or to literary gentlemen generally, Missionaries and others, who would assist the Society by their suggestions, revisions, labours, &c. to obtain an accredited and standard translation of the Bible in the different languages and dialects in the presidency of Bengal.

The motion was then put to the vote and carried. It was then proposed by the Reverend Mr Duff seconded by Kristna Mohana Binnerjee and carried. "That the progress of Education, the multiplication of schools, the more general enquiry upon the subject of religion which has been excited, connected with the present low state of the funds, render it incumbent on the Society to double its exertions, in order to meet the pressing and urgent demands which are made upon it for supplies of the word of God, and especially to be urgent at the throne of Grace that his blessing may accompany its circulation."

The Baboo, in seconding this motion, animadverted strongly on the conduct of certain self-denominated Christians, who had been busy of late in putting books of infidelity into the hands of enquiring natives and dissuading them from attending to the instructions of those who could have no other motive in tendering them than their spiritual welfare. The right Reverend Chairman expressed himself greatly shocked at such conduct, and expressed a wish that such books, if got hold of, were put either into

his hands or those of the Archdeacon, when they should be fully answered and refuted.

The right Reverend Chairman then retired. "The thanks of the meeting were then voted to the Patron, President, Vice-President, and Committee for their services in conducting the affairs of the Society during the past year, and a Committee for the succeeding year was constituted with power to add to their number."

The following motion was then proposed by the Reverend Mr MacPherson, seconded by the Reverend Mr Hill, and carried unanimously. "That the thanks of the meeting be given to the Associations and individuals who have given their aid to the Society, and at the same time would remind them of the increasing demands made upon the Society, and request them to increase their exertions if possible in the coming year."

The usual vote of thanks was then given to the Right Reverend Chairman, who had been succeeded on his departure by Mr W. W. Bird, after which the meeting, which was very fully attended, broke up at about ten o'clock.

## AGRICULTURAL AND HORTICULTURAL SOCIETY.

This society held a meeting on the 21st March at the Town Hall, which was attended by the President and sixteen members.

Several gentlemen were elected members, and the resignation of seven others was duly communicated. A number of letters were then read from different individuals, some of which described the climate and resources of parts of India as yet but little known,—others forwarded specimens of bulbs, plants, seeds, &c. indigenous to peculiar tracts, or exotic in many districts. Amongst the former communications were a letter from Captain Jenkins regarding the climate and vegetable productions of Cachar, his picture of which is borne out by some passages of a letter from Captain Fisher;—and a letter from Lieutenant Townsland regarding Chirra Poonjee. Amongst the latter class of papers were contributions from Dr Casonova, on the cultivation and curing of Tobacco, from Mr. Gibbon on the Agriculture of the Province of Behar, and from Captain Alexander Burnes, the celebrated Indus traveller, regarding the Bokhara Melon. As some of these communications may be interesting to the general reader, we extract a few of the most striking passages from the most attractive letters:

### *From Captain Jenkins' letter on Cachar.*

"I have gone further up the Burrah than on my last excursion having navigated up into the mountains; it is as sweet a country as I can well imagine, and exceeds in fertility almost any country in India although enjoying the very great advantage of being above inundations—it is therefore not only adapted to a rice crop, but to almost all other species of produce, and I should specify sugar, as the one best adapted to the soil and climate."

"I have traversed the greater part of the cultivated grounds, or rather seen portions of the cultivation in all parts, and I cannot speak too highly of the standing rice crop, which is as luxuriant and heavy, standing in most parts 5 feet above the ground, which is perfectly dry. The cultivation has greatly increased since last year, and will now progress faster, as, since last sowing season, it has been pro-

claimed a Company's Province. Any one possessed of half a dozen thousand rupers would here acquire for himself a princely domain, and before long would secure for his family a very handsome income. I have been out the greater part of every day, and find the climate very delightful, the heat is bearable, and the cold never intolerable. I have, however, seen little remarkable in the Horticultural way, except a long thin plantain which is new to me. I intend sending a sample of rice, which I got from the Jann cultivation of a Kuki village; the grain is of good size, but I could not ascertain the price in rupers, as all trade here is in barter. I, however, guess, from a comparison with other commodities, that 5 to 8 mounds could be had for the rupee. I shall also send the seed of the hill Baugun for trial, as well as some Cotton gathered from the same place, and grown in Jann cultivation, i. e. the jungle burnt down after periods of 4 to 6 years, and the ground roughly hoed, and the seeds sown without further culture. I am persuaded that, with good seed and better culture, these hills would yield an abundant crop, and it is here, if any where, that the Coffee would succeed, as there are neither hot winds nor inundation. I have procured the Naga receipt for Rice Beer, which is regularly malted; the Nagas speak of the Beer as both meat and drink."

Captain Jenkins in his second letter says—

"In coming down through Dharrumpore, I found the fish women making their nets of a twine, so much resembling English twine, that it attracted my notice. On enquiry, I found that it is made of a plant altogether new to me, it grows about their houses, and I at first took it for a weed. I suppose it to be a species of Urten."

"The Hemp appears to be valuable, it has a good, long fine and rough staple, and is readily bleached. The plant has a large tuberous root, by which it is easily propagated with little care, and the villagers tell me that it is only necessary to plant it above inundations, and bank over the stalks each time it is cut, which is two or three times a year—when the country is liable to inundation, the root is taken up and kept in pots. The hemp is stripped off from

the stalk (without steeping) recently cut, and when cleared of the outer bark, washed and bleached at pleasure. The name of the plant is Reah, and should the Society consider it worth any thing, my friend, Lieutenant Mithue, will supply the roots. The twine is more like good Hempen Twine than that made from any other plant in India; whether it is durable must be tried, but from the use to which it is put, and the fact that the natives have both the common Sun (Crotalaria) of Bengal, and also the Pat (Hibiscus?) I should not be apprehensive of its durability.

"In the parcel sent herewith are some seeds of a very pungent small chilly, which I found in deep forests, and may perhaps be a wild plant; but the Cachurees are wandering Jaim cultivators and traverse the earth wildly. The other seeds are of an enormous Citron at this place, which is indigenous in the hills without doubt, as I have met with it of various kinds in all the forests."

*From Captain Fisher's letter.*

"The mountains of Cachar, are favourable to the growth, not only of Cotton, but of various plants and grains. Perhaps no country in Assam presents greater variety of vegetable productions, from the oak and vine to the nuttan and strawberry; such, indeed, is the fertility of the soil at every altitude, that it seems likely every plant, whether of European or Asiatic origin, could be successfully raised on the Cachar hills."

*From Lieutenant Townsend's letter.*

"Jenkins has traversed such an extent of hill country within the last twelve months, that I am not at all surprised to hear he should have observed more favourable countries for the residence and skill of Europeans than Chirra, but taking the easy access of our hills and their proximity to the plains into consideration, the distance not being more than three hours' walk, I doubt much his being able to hit on a more eligible spot for a Sanatorium. Several gentlemen have visited Chirra direct from Simlah, Lamlour, and Almorah, and all give the preference to these hills, neither do I consider there is any thing in our Political situation to cause alarm to visitors, particularly since Teerut Sing has been driven to surrender, who, although a perfect simpleton (he always remained at a distance out of harm's way,) was still always respected as the Rajah of Nunklow. A few Chiefs still continue in arms, but they are merely in two small bands of a dozen each, and as their depredations are now carried on entirely amongst their own countrymen, it is considered that they cannot possibly hold out more than a month or two longer. I cannot say more for the safety of the station, than by mentioning that gentlemen are in the constant habit of walking up and down the hill, between the foot and Chirra, unarmed, and without a guard of any kind, and that at the Sanatorium we have merely the piquets, usual at Military Stations, and not an extra guard of any description."

*From Mr. Gibsons' paper on the Agriculture of the Province of Behar.*

"The breed of cattle seems to be every way suited to the mode of cultivation and the scanty pittance of coarse food provided for them. They are capable of enduring long and severe labour under excessive heat, and, when properly trained, are perhaps the most active of their kind. Under the management of the Digha Farm, the beef might bear a comparison with that of England. The defect is, that the cows are bad milchers. This cannot be remedied but by improving their food. No other breed could exist upon the scanty portion of

broken straw which they receive. The first cross with an English Bull considerably remedies the defect alluded to; but these bring favorites, have always some extraordinary attention paid to their food. In the trials which I have made, the cross between the English bull and country cow has proved preferable for milk to that between the English cow and Country bull. The quality of the milk from the Country cow is excellent. The calves keep in good condition while they receive the whole of it, although the quantity rarely exceeds three quarts. This animal is held in veneration, and is a great favourite with the Hindoo. The Bull is consecrated and is permitted to feed at large, and it is probably owing to this more than any other cause, that the breed continues so perfect under circumstances approaching starvation. The breed will certainly increase in size with improvement of the food; but without that it has been found to degenerate, when the largest breeds from the north are taken to the south side of the Ganges. When these animals become old, one rainy day in the cold weather will leave the fields strewn with hundreds of them, not being able to resist at once the united attack of age, of cold and hunger.

The Buffalo comes next. This animal perfectly remedies to the Natives the defect of the cow as a milcher. A good Buffalo will yield ten *seers* of milk at two milkings, and of a quality richer than that of the cow. This is known by its producing a greater quantity of Ghee. As little can be said respecting the dairy, I shall confine the few remarks I have to make in this head. The Natives do not use butter until melted and clarified, when it is called Ghee. The butter is made from the whole of the milk after it has become sour and thick. It is whiter and softer than that of the cow, and consequently less esteemed. Some trials have been made to produce cheese both from the cow and Buffalo milk. I have seen some of different qualities generally made with kid rennet, and I am far from thinking that this article may not be produced of good quality. Some that came from Hand equalled any that I ever met with. The male Buffaloes are quite neglected. The greater part of them are thrown away at their birth. Those which are kept from compassion, have but a small portion of milk allotted them until they are able to pick up herbage, when they are left to themselves. They are never castrated, and when grown up are sold for from two to four rupees each. In the month of September hundreds of them are sent from the north of Tirhoot to Dacca for sacrifice. In South Behar, this animal is used during the rains to prepare the Paddy lands. The surface of these lands is covered with water, and the object is to form a thick mud. When the animal is overpowered with heat, to which he is very liable, the ploughman cools him by throwing water over him. He neither shuns the heat so well as the ox, nor has he the same activity. On comparing the frame of the two animals, if we assign greater strength to the Buffalo, he certainly cannot exert it so long, and as a labouring animal, he is much less esteemed. The Buffalo is of all beasts the most domesticated; they come at the call of their keeper, are perfectly obedient to the smallest children, who sometimes sleep on his back whether ruminating or grazing, and they have been known to return to the defence of the herdman, and drive away a tiger that had assailed him. The Buffalo is satisfied with the coarsest herbage; they eat the long grass used in thatching, and do not refuse the leaves of the Palmachrist when a little decayed. With the ox for labour and the buffalo for the Dairy, this country may be considered to be amply provided with cattle. I believe that the beef of the Buffalo has never been fairly tried; the female is too valuable to



be killed, as a good one is worth Rs. 25, and the male has never been emasculated, and never fed. I may mention here, that an invalid Soobahar informed me that the camel produced abundance of milk, which also yielded a large quantity of Ohee. The camel is a *browser* animal, and would be easily kept on high and producing low jungle.

I shall find many disagree with me respecting the implements of Agriculture, they are however decidedly suited to the size of the labouring animals, and still more to the means of the Ryot. Probably when the matter is examined, it will be found, under any circumstances to be met with in India, that there are no implements yet invented that would answer so well. The most esteemed ploughs in England are for the purpose, not only of stirring the land, but also to lay it in ridges or furrows, to draw off the superfluous water. Here the lands, whether alluvial or denuded, drain naturally so well that this turning into furrows is not required and however ineffectual the single operation of the plough may be, when we compare the frequent stirrings to prepare the land, to the ploughing and harrowing combined, which are required in England and the vast disproportion of the strength and expense of the team, we shall not find that we have much superiority to boast of. The price of a Behar plough complete, including an iron share weighing 8 lbs., is 2 rupees. The team, or two Bullocks, costs 16 rupees. From ten to twenty days' work, according as they have two or four bullocks to the plough, prepares the land, nothing inferior to the best English fallow. The English plough has been tried in this country. I have myself ploughed to the extent of two hundred beegahs for three years, and with a mind desirous of finding out some improvement, I at length relinquished it as applicable to this soil and climate. In one way only it may be of use—to break up waste land, and the elephant is decidedly the fittest animal to draw it. I have made trial of 11m, and this has been done on a much more extensive scale by Mr. David Scott, many years ago at Guntur.

The next implement in point of usefulness is the hoe. It is heavier and is used in a much more efficient manner than in England, where the operation is a mere scrape over the surface, leaving the roots of weeds to grow again. Here they cut the earth to the depth of four inches, taking out the weeds by the roots. This instrument is always used between the growing plants of the Sugar Cane, and is employed particularly in North Behar to cut out perennial weeds between the time of cutting the Rubber and the setting in of the rains, that is, in April and May. The Rubber crop is that which grows during the cold weather, and consist of Wheat, Barley and various kinds of pulse. From five to twenty men hoe a beegah in one day.

The next instrument, in the use of which the Natives of this country excel all others, is the Koor pe, or short weeding spade. Men, women, boys, and girls use it with great dexterity, and the operation is perfect. The whole surface of the field is broken, and every particle of weed taken out and conveyed to the side of the field. Those who have witnessed the slovenly manner in which this operation is performed in England, will acknowledge the superiority of the Natives in weeding. From ten to twenty persons clean a beegah in one day.

On the banks of the Ganges, and to a considerable distance south of the River, they use a very simple drill. It is in shape like a plough, but with a much smaller share. A hollowed bamboo is fitted into a hole in the body of the plough, and the upper end of it with a small hopper fitted to it, is fast-

ened to the handle. As the instrument moves through the ground, the ploughman places his hand full of seed on the hopper, and as he gives it out slowly, it is conveyed through the hollow bamboo to the furrow, which is 4½ inches deep; about half an inch of earth crumbles into the furrow and covers the seed, which is thus placed in moist ground. Were they to harrow or smooth the land, the seeds would not vegetate from so great a depth. The Ladigo Planters in Tirhoot have invented a drill, which answers their purpose admirably. When the season is advanced, it is necessary to get over their sowing with much rapidity, and this drill does as much work as four ploughs, and with this advantage, that it does not injure any plant which may remain in the ground from a previous sowing. It costs Rs. 16.

As I have omitted it in its proper place, I may here state the general character of the labourers of this Country. They are submissive, obedient and respectful to their employers. When encouraged and looked after, they work well, and diligently; but if they are not attended to, no kind of severity will induce them to labour. Their strength when compared to the European labourer, will be nearly in the proportion of their weight. Every one has observed the fatigue and heat which the bearers and boatmen endure. A heavy burden a common load is 30 seers, which he carries 25 miles, but any of them will carry 40 seers that distance.

The great error in Indian Agriculture is, that they take scarcely any pains to enrich the land by manure. The base of their system seems to be their making use of the dung of animals as fuel. They have no idea of using straw as a component part of dung, and great part of this also is burnt and wasted. The remainder is used as the food of cattle, but no part of it is ever applied as litter. In the next place they sow no crops for the exclusive support of cattle. They have not yet discovered any kind of grass more valuable than the rest to cultivate, while it is evident that such grasses exist naturally, although mixed with others of a coarser kind, and less adapted to the support of animal life. The trials of Europeans have been directed to the produce of exotic grasses; they have been imperfect, not persevered in, and not promulgated. Even the furnished Guinea grass, found so useful in the West Indies, has been abandoned, and is now almost lost in this country. The Natives sometimes use the Sugar cane as a food for cattle; also the small kind of Indian Corn, and the greenholm of Kussaree; but this is done rather accidentally, for no crop is ever sown on purpose for the food of cattle. There is no such thing as a pasture field to be seen. If other and better food were provided, fewer cattle would answer the same purpose, and the straw would be left to form manure.

From Captain Burnes's letter.

\* DEAR SIR,—I do myself the pleasure of forwarding to you, for the use of the Horticultural Society of Calcutta, a small collection of the seeds of the celebrated Melon of Bokhara, which I brought from that country under a hope that it might be successfully introduced into India.

From the Melons of India we can form no idea of the luscious nature of the fruit as it grows in the plains of Toorkistan, or, as we call it, Tartary. This Melon attains a great size, having frequently a circumference of 2½ and 3 feet—those which are reared in winter are much larger, and two of them form a load for a donkey. One has a notion that that which is large cannot be delicate, but no fruit in the world can surpass the Melon of Bokhara. Those of India, Cabool, and Persia, not even excepting the well known fruit of Isphahan, do not

bear any comparison with it. The pulp of the Bokhara Melon is about  $2\frac{1}{2}$  inches thick, and retains its flavour to the very skin, which is the criterion of superiority to the inhabitants.

Two descriptions of the seed which I now send, bear the name of "Kokecher" and "Ak-sarbut." The first has a green and yellow coloured skin, part of which is enclosed. The next is yellow, and, as the name implies, it resembles white sugar. I send a third parcel, a mixture of various kinds. The shape of all these Melons is oval, and not unlike the Water Melon of India.

With regard to their cultivation, I have to mention that they ripen in August and September; after being seven months in the ground, they are irrigated. They grow with the greatest luxuriance on the verge of the Oasis. So great a quantity of saccharine matter is contained in the aerials of Bokhara, that molasses, and consequently sugar, may be readily extracted from them.

I beg you will do me the favour of communicating these particulars to the Horticultural Society of Bengal, which I trust will be able to cure the introduction of a fruit into these countries that drew forth tears from the Emperor Baber, when he saw it again after a long absence from Bokhara. The passage may be perused in Mr. Esikine's work. I hope that at a future period I shall be favoured with a notice regarding the success or otherwise which may attend these seeds. They have been preserved according to the rules of the Natives.

Several resolutions were passed disposing of the different communications, and the meeting, after postponing the consideration of some interesting matters, owing to the lateness of the hour adjourned.

We were happy to observe the Right Honourable the Governor General, the Patron of the Society, amongst the members present.

## PROCEEDINGS

### OF THE TEMPORARY COMMITTEE OF MANAGEMENT OF THE MEDICAL RETIRING FUND, BENGAL ESTABLISHMENT.

The fourth Meeting of the Temporary Committee of management of the Medical Retiring Fund took place on Wednesday evening the 15th March, at the house of the Secretary to the Medical Board—Mr Surgeon Corby in the chair.

Mr. Mercer opened the business of the evening by stating, that he was of opinion, that whilst the Meetings of the Committee continued to be held at short intervals it would be advisable that the Report on the Proceedings of the last Meeting should be read and confirmed at the following Meeting before it was sent for publication to the press, which was agreed to. The Report of the Proceedings of the last meeting was read and the following resolutions proposed and carried, viz.

"That the Report of the Proceedings of the last meeting of the committee of managers be confirmed."

Mr. Egerton here proposed Mr. Pearson for the Office of Permanent Secretary to the Fund, who stated his willingness to accept the appointment, if elected by the service.

2. Proposed by Mr. Bramley, seconded by Mr. Pearson and agreed to by the meeting.

"As it is expedient that the Office of Permanent Secretary be filled up as soon after the formation of the Permanent Committee as practicable, the Temporary Committee have determined that the election shall be closed on the 15th of May next, at noon; the candidate on whom the situation shall have fallen, to be decided by a majority of votes up to that date, and no longer period. The Temporary Committee therefore earnestly solicit the votes of Subscribers before the 15th of May, and if amongst them the names of any gentlemen shall appear who have not previously signed the circular expressing their intention to become Subscribers, their voting for the Secretaryship will be deemed a sufficient acknowledgement that they wish their names enrolled as Members of the Fund."

3d. "That with the view of carrying Mr. Bramley's proposition into effect, printed Circulars be sent to the Members of the service, stating the names of the gentlemen who have been proposed and who

have offered themselves for the Office of Permanent Secretary, and requesting their votes for any one of those individuals or for any other individual they may think qualified; at the same time mentioning the salary they may think proper for the situation."

4th. "That the Military Orphan Press be employed for the printing of the Proceedings of the Fund."

Letters from several gentlemen stating their assent (as subscribers) to the Fund were now read, together with letters from Surgeon J. Henderson and Assistant Surgeon C. Garrett on other subjects.

Mr. Henderson submits for the information of the Committee a Circular letter to the Members of the Bombay Medical Service received from Dr. Henderson, Secretary to their Fund, who desires him to solicit the particular attention of the Committee to its contents. Mr. Henderson expresses his acknowledgement for the thanks voted to him by the committee of Managers, and renders his testimony to the great and invaluable assistance he received from Dr. Wilson and Dr. Gordon, and also from Messrs. Duncan, Walker, Duncan Jun. and Morice through which the Committee was enabled to bring their labours to a successful termination.

The Circular letter from the Medical Fund Committee at Bombay, dated the 6th February, 1835, communicated the reply from the Honourable the Court of Directors, dated the 8th August, 1832, on the subject of their Retiring Fund. The Committee observe that while they deeply regret that the expected sanction to their institution is withheld they have to congratulate the subscribers on the important and most satisfactory regulation of the principle of accelerating by such means the retirement of Medical Officers, which leaves it in effect only to be decided how this object can be best provided for. The mode proposed by the Hon'ble Court is that which most naturally presented itself to them, unacquainted as they necessarily were with the actual state of things at Bombay, the perfect state of preparation of their fund, the small and distant chance of the establishment of a Military Retiring Fund, and not at the same time sufficiently advertent to the peculiar circumstances of their service, which in the unanimous opinion of the Committee must

always preclude their advantageous incorporation in any institution of the kind with their Military brethren. The subscribers concurring, the Committee, in this opinion, will repudiate the proposed union and adhere to the original plan of possessing a separate fund of their own. The Committee will then immediately address a strong and earnest appeal to the Hon'ble Court, praying their gracious permission to follow that plan by which, as they shall clearly shew, the object in view will better be provided for than by the incorporation proposed by the court. Such an appeal the Committee have reason to think will be well supported by the Bombay Government, which, it is also expected, will agree to go on receiving the contributions of Members on the same terms as heretofore, pending the receipt of the Court's final decision. Every endeavour will be made by the Committee, both collectively and individually, to procure as speedily an answer as possible, and in the mean time the subscribers have the satisfaction to know that the amount of their contributions is lodged in safety, bearing as high or a higher rate of interest than could elsewhere be obtained, and that in the event of their death before the final establishment of the Fund the whole will, equally with their other property, revert to their heirs or executors. As however it is of much importance that no time should be lost in taking such measures as the occasion demands, the Committee direct their Secretary to state, that at the end of one month from the despatch of this circular the question will be decided, the vote of those subscribers who may not then have replied being reckoned as concurring with the Committee. Subscribers are therefore requested to vote without delay on the question of incorporating with the projected Military Fund, or maintaining their separate existence.

Mr. R. M. M. Thomson in transmitting his assent to become a subscriber to the Fund states, that as we are mainly indebted to the unwearied exertions of Mr. Surgeon Henderson, late Secretary to the Central Committee for the establishment of the Medical Retiring Fund on its present footing, he proposes that a silver Vase with appropriate inscription be presented by the Members of the Fund to Mr. Henderson, as a mark of their gratitude for the indefatigable zeal he has displayed, and continues still to display, for the welfare and improvement of the Medical Service.

It was resolved by the Committee that although they agree in Mr. Thomson's proposal, yet they do not consider that the Fund is in a sufficiently advanced state for the consideration of such a subject, when they therefore defer till the appointment of the Permanent Committee.

The Committee next proceeded to read, in conclusion, the plan of the Medical Fund.

Section 1st Regulation 5 and 6 were agreed to by the Meeting without alteration and the following Regulation was proposed to be added to this Section and agreed to.

"That at no time shall the Secretary be permitted to keep in hand of the property of the fund, a larger sum than 1000 sicca rupees, and whenever that sum shall have accumulated he shall immediately invest it in the Bank of Bengal or Government Securities.

Proposed and agreed to.

Section 2d Reg. 1st "That this Regulation as it now stands be rescinded and that the following be substituted in its stead. The first annuities shall commence on the 1st of May 1834, or as soon afterwards as possible and subsequent annuities in the same manner, from the 1st of May of each succeeding year, or from the date of the retirement of the

annuitant should this happen later; subject however, to the payment mentioned in Reg. 3d of the 1st Section."

Reg. 2d to stand.

Reg. 3d "This Regulation shall stand striking out all that follows the word "unaltered"

Reg. 4th. was agreed to by the Committee and the Secretary was directed to provide the forms of certificates alluded to, and to lay them before the next Meeting.

Reg. 5th was agreed to by the Meeting

Proposed by Mr. Pearson.

Section 3d Reg. 1st. "That Regulation 1st, Section 3d, be omitted."

On this Mr. Hutchinson moved the following amendment, which was not seconded.

"That Reg. 1st. Sect. 3d. stand good, in so far as regards subscribers to the Fund for a less period than five years; but that members of the Fund having subscribed for a longer period than five years, but less than eight shall be allowed to serve for three years in the Board so as to entitle them to the higher rate of Government Pensions should their health be in a precarious state, and finally that Members having subscribed for upwards of eight years by which time they will nearly have paid the value of their annuities shall be allowed to leave their full time in the Board should they desire it."

Mr. Egerton then proposed an amendment which was seconded by Mr. Mercer and negatived by a Majority.

"That a Member of the Medical Board having paid the full value of the Annuity be considered fully entitled to receive the benefit of it.

The original motion was then put in regular course, and carried.

Regulations 2d and 3d were agreed to by the Meeting.

Proposed and carried by a Majority.

"That in Reg. 4th Sec. 3d the words two thirds of the "service" be omitted and the words "a Majority of the subscribers" be substituted in their stead"

Proposed and carried.

Reg. 5th "That the words "eight per cent" be omitted and the words "the rate of interest at that time received by the Fund" be substituted."

Reg. 6th was agreed to by the Committee, with the exception of Mr. Hutchinson who was of opinion "that persons who have given up promotion should likewise be excluded." In considering this Regulation the Committee kept in view the letter received from Mr. Assistant Surgeon A. Smith, stating his opinion as to persons retiring from the service before having served 17 years in India, having no claim whatever on the Fund.

Proposed and carried.

"That the next meeting of the Committee be held at the house of the Secretary to the Medical Board, on Tuesday the 19th March."

The Temporary Committee held their fifth Meeting on Tuesday the 19th March, when letters were read from various gentlemen consenting to become subscribers to the Fund.

Mr. Assistant Surgeon Green in transmitting his assent, states, that he has no wish to throw any obstacles in the way of its accomplishment, but adds that he shall certainly vote that Regulation 6th of Section 3d be altered.

Mr. Mercer moved, supported by Mr. Bramley, that the following Regulation should be added to section 3d.

"That any officer suspended from the service shall from the period of his suspension be ineligible to continue any longer as a subscriber to the fund, but in the event of his dismissal he shall from the date thereof cease to be a Member of the Society and shall forfeit whatever sum of money he may have previously subscribed, and shall merely be considered as an object for the bounty of the Society as provided for in Regulation 1st sec 5th. If he should be afterwards restored and return to the service he shall then be allowed to subscribe as before to the fund, and partake of the benefits that arise therefrom, upon paying to the Managers of the fund the arrears of his subscription due with interest thereon according to the rate received by the fund during such period."

The Committee next proceeded to read in continuation, the plan of the fund, when the following propositions were submitted and severally carried.

"That to Sec. 1th Regulation 1st the following words be added, after the word Barrackpore," "where five shall form a quorum."

Regulation 1st. "That the following words be omitted." The Committee shall elect their own Secretary on a salary to be approved of by the service" and the following inserted. "The Secretary shall be elected by a majority of the subscribers to the fund, on a salary to be approved of by them."

Regulation 1st. "That this regulation be divided into several separate articles, the 1st commencing with the words, 'The Committee of Managers' and ending with the word 'Barrackpore,' the 2d commencing with the words, 'They shall be elected' and ending with the word 'subscribers,' the 3d commencing with the words 'Two shall go out' and ending with the word 'situations,' the 4th commencing with the words 'Vacancies occurring' and ending with the word 'done,' the 5th commencing with the words 'Officers going out' and ending with the word 'is elected' the 6th commencing with the words 'The Committee' and ending with the word 'service,' the 7th commencing with the words 'Contingent bills' and ending with the word 'approval'."

Regulation 1st "That from and after the word 'approval' in Regulation 1st the wording shall be as follows, 'The Committee are responsible to the subscribers, and if at any time they are called on to decide a point, which the regulations do not provide for, an extraordinary General Meeting shall be summoned by advertisement, which shall have the power of deciding the point in question should it not admit of delay; but should the case not happen to call for immediate decision, the sense of the service at large shall be taken on it'."

Regulation 3d "That this regulation be adopted, omitting the word 'trustees' and substituting the words 'Committee of Management.'"

"That Mr. Wood's former proposition referring to Regulation 2d Sec. 1st respecting Annuities only being granted be reconsidered." The Committee having done so, agreed that the words "or their equivalents as bonuses" be omitted.

Regulation 4th. "That the examination of the appropriated funds by the Committee of Managers shall be made at the close of every year, instead of every third year as expressed in the regulation."

N. B.—The meeting then adjourned till the 23d March.

The sixth Meeting of the Temporary Committee was held on the 23d March.

Dr. Corbyn in the chair.

Letters were then read from several gentlemen stating their assent (as subscribers) to the Fund; others forwarded their donations and subscriptions to the Fund, and another proposed that Mr. Mercer be permanently appointed to the Secretaryship.

The Committee then directed that the money and drafts now in the hands of the Secretary should (the amount of the latter being realized) be invested in the Bank of Bengal in the names of the Temporary Committee for the purpose of being hereafter transferred to the Permanent Committee of Management.

The following propositions were then severally submitted and carried.

That Regulation second should be omitted.

"That the annuity if paid in England be £300 clear of all deduction for exchange and charges, and, if paid in India, at the rate allowed by Government to retired Medical officers residing in the country."

"That the Secretary be directed to draw up a fair copy of the rules and regulations of the medical Retiring Fund in their unmodified form to be presented for confirmation to the Committee at their next meeting."

"That any officer who gives up promotion subsequent to the establishment of the Fund, and who has not served 17 years in India, have no claim whatever on the institution."

"That a Majority of the Members of the Fund have the power of removing any Member of the Committee of Management, or the Secretary to the Fund, and of appointing others in their stead."

"That agents be appointed for the Management of the affairs of the Society in England acting under instructions from the Managers of the Fund such agents being changed if necessary and others appointed by a Majority of the subscribers, at any quarterly or other general meeting."

"That all applications for the payment of any Annuity in India, or in England be made by the person entitled thereto either in person or by some one authorized by him, accompanied by a certificate verified on oath before a Magistrate that the person entitled to the Annuity was alive at the time he claims payment. If the annuitant omits or neglects to claim payment of the annuity for the space of one year after it becomes due and payable, then the annuity becomes forfeited and the same shall revert to the Funds of the Society to be offered to the subscriber next in rotation entitled to receive it, the person however who by such omission or neglect forfeits the annuity shall be entitled to receive the next available annuity offered, in such manner as if he had never received any annuity from the Fund."

Proposed as an amendment on the above motion by Mr. Bramley, seconded by Mr. Pearson and carried.

That if any annuitant fails to claim his annuity for the space of one year or more he shall be subjected to a deduction of six per cent. per annum on drawing it. Should he, however, have been prevented applying for it or drawing it, by circumstances over which he had no control and shall prove the same to the satisfaction of the agents at home, subject to after confirmation by the Committee of Management all deductions shall be remitted.

[The above propositions were protested against by Mr. Hutchinson, who proposed an amendment which was negatived.]

"That in the event of the ~~death~~ of any person who shall have been declared entitled to the receipt of an annuity, or who may happen to die between the periods of payments of the same, that portion of it which may be due at the time of his death be paid to his Executors or Administrators."

"That for the due and punctual payment of all subscriptions each Member agree to allow the necessary stoppages and deductions to be made by his Pay Master, from the pay and allowances he receives on the sanction of Government to that effect being obtained."

"That the Committee re-assemble at the same time and place, on the first Tuesday of April."

The Temporary Committee of management accordingly held their seventh Meeting on Tuesday evening the 2d April, Mr. Surgeon Corbyu in the chair.

The report of the proceedings of the last Meeting having been confirmed, the revised plan of the Regulations of the Fund by the Committee was next read, and on the motion of Mr. Corbyu, it was resolved unanimously.

1. "That the revised plan of the Regulations of the Fund be printed and circulated for the opinion or approval of the respective Members of the profession."

Letters from several gentlemen stating their assent (as subscribers) to the Fund were now read, also from two Assistant Surgeons transmitting their votes in favor of Mr. G. Ballard to be permanent Secretary to the Fund, from one gentleman for Mr. J. Young; from others for Mr. G. J. Gordon; from two Assistant Surgeons for Mr. J. Hutchinson; from two for Mr. Peers; and from six gentlemen for Mr. H. S. Mercer, likewise from Surgeon J. Henderson and Assistant Surgeon J. Corbet transmitting their subscriptions to the Fund and from Superintending Surgeon T. Smith, and Surgeon J. M. Todd; the latter proposing alterations in some parts of Regulations of the Fund.

Dr. Charteris, in giving his vote for the appointment of the Secretary to the Medical Fund says, that he thinks it would be advisable that the situation should be given to a Mercantile gentleman; he conceives it to be for the benefit of the Fund that the Secretary should be enabled to devote the greater part of his time to the performance of his duties: the time of a Medical officer holding an appointment at the Presidency cannot from the nature of his avocations, be at all periods disposable nor can he be supposed to be so conversant in the management of accounts as a person accustomed to, and educated for a mercantile life. He gives his vote for Mr. G. J. Gordon, but if it should be decided by a majority of the subscribers that a Medical gentleman shall be Secretary, he, in that case, votes for Mr. Mercer.

Mr. John Grant in stating his wish to become a subscriber to the Fund observes, that with reference to the situation of Secretary to the Institution he has much pleasure in offering his vote to Mr.

Mercer, who, for the reasons he states, he considers has the best claims to that appointment of any of the candidates who have offered.

Mr. Smith, in his communication informs the Committee that he does not intend to become a subscriber to the Medical Retiring Fund on the plan at present proposed, to which he states his objections. Should however any other Plan doing away with those objections, hereafter be proposed he shall be happy to become a subscriber, and in the event of a Permanent Secretary being decided upon which he should consider indispensable and whose salary of Rs 300 per mensem he approves of, he should in that case give his vote in favor of Mr. James Young, and which, from the correspondence he has had, he is warranted in saying all the other officers in the Allahabad division would also do, who might become subscribers to this, or any subsequent Plan of a Fund which might be proposed.

Mr. Bramley here stated that Mr. Twining had no intention of joining the Retiring Fund Society, and was not therefore eligible to be chosen one of the Committee.

The following resolutions were next proposed to be added to the Plan of the Fund, which were seconded and carried.

2. "That all applications for an Annuity from the Fund shall be accompanied by a Certificate of the age of the individual verified on oath before a Magistrate, or declaration on honour."

3. "That all applications for the payment of an Annuity in India, or in England shall be made by the person entitled thereto either in person or by some one authorised by him accompanied by a Certificate verified on oath before a Magistrate that the person entitled to the Annuity was alive at the time to which he claims payment."

4. "That the Annuity shall be regularly paid half yearly either in India, or in England wherever the party entitled to it may choose to receive it, on sanction being obtained from the Honorable the Court of Directors."

5. "That any subscriber subsequently to the establishment of the Fund giving up promotion while holding the rank of Surgeon shall not prejudice his right to the annuity, provided he continue to pay his subscriptions according to the rank he would have held had he not given up promotion."

6. "That the thanks of the Committee be given to the chairman, Mr. Corbyu, for the able manner he has fulfilled the duties required of him during the term of the Temporary Committee's Management."

7. "That the thanks of the Committee be given to our Secretary, Mr. Mercer, for the able manner in which he has conducted the laborious duties required of him during the continuance of the Temporary Committee's Management."

Resolved that a quarterly Meeting of the subscribers to the Medical Retiring Fund shall be called for on Monday evening the 6th April at 8 o'clock, to be held at the Asiatic Society's Apartment.

H. S. MERCER,

Calcutta, April 4, 1833.

Secretary.

## DURBAR.

On Monday the 4th March at 10 o'clock in the forenoon, the Right Honourable the Governor General Lord William Bentinck held a Durbar, at which respectable individuals of this country and from other states were, agreeably to letters of invitation, present at the Government House, and sat down in two lines according to their respective ranks on the gilded chairs in the marble Hall.

At 11 o'clock, the Governor General, elegantly dressed in a military uniform, entered into the abovementioned hall accompanied by his Lordship's attendants, with Mursul and Araneeburdars and others standing behind. Immediately on the entrance of His Lordship the whole of the parties of both sexes stood up and made their obeisance.

Soon after, by the Command of his Lordship one of the *Aides-de-Camp* came to Baboo Gopeemohun and taking him to the south of the Hall, placed him on a chair. His Lordship was also pleased to send Mr. Pakenham to the said Baboo Gopeemohun. In the meantime Mr. Mowbray introduced the individuals to his Lordship who was pleased

to ask after the welfare of each one, which gave them the greatest satisfaction. After this a khelat of seven parbas was given to the Vakeels of the Nawab and Begum of Moorshedabad, the Kazeer of the Sadur Dewanah Adawlat, and to the Vakeel of the Rajah of Benares and others, and three khelats to the four Moulavees of the *Aludran* and to the Vakeel of the nephew of the late Rajah God-bunt Sing and others. At length His Lordship offering utter and betel to the individuals dismissed them, and having entered into the room where Baboo Gopeemohun was sitting down, honoured him with these kind words—that lest he should feel uneasy in a large assembly, he had caused him to sit down here, &c. after which he offered the Baboo attur and betel and dismissed him.

In this Durbar the aforesaid Baboo was particularly honoured. The number of the presentations was less than on former occasions; no files of sentries and troops were placed, no English band played, and no other Ladies and Gentlemen attended the Durbar.—*Chundrika*.

## THE ENGLISH LANGUAGE IN COURTS OF JUSTICE.

To the Editor of the *Bengal Hurkaru & Chronicle*

SIR,—I rejoice to see much of public attention drawn to the absurdity of using the Persian language in our courts of justice and as the medium of public business. The question is which will be the best substitute, English or Hindostany? From my own experience in conducting business in criminal, judicial, and revenue Cutcheries, I should say that the language of the people, *Hindostany*, would certainly be the best—and supposing that English were introduced, I should still prefer to take all depositions of natives in their own language, for, if taken in English, a writer must be trusted to take them down and the parties themselves could never correct what had been written. However, even supposing that English shall be thought the best language, as there appear obstacles to its immediate introduction why is not Hindostany immediately introduced into the arrangement for English be complete? Every sensible man admits that *Hindostany* would be superior to Persian—why then is it not instantly adopted? *Hindostany* would not require the removal or appointment of a single man,—all who now write Persian perfectly understand it,—very establishment would remain as before,—the only order necessary would be, that Hindostany should be in future used in the place of Persian—many sensible Civilian now use Hindostany in taking depositions and it may be well to give my own experience, which is that in investigating criminal cases of life and death, and civil suits where laces of rupees were pending, I have always caused the depositions to be written in Hindostany, unless indeed the deponents understood Persian: It is every man's duty to raise his voice against the use of Persian, and it is sincerely to be desired that its abolition may be speedily numbered amongst the many beneficial measures which characterize the administration of the present Governor General. One would suppose that to root out such a general and glaring evil as the use of a foreign language in the public business

of a great kingdom, (a reform peculiarly gratifying to its whole population) by the substitution of its own language, where there was no possible risk of evil, no impediment, would be amongst the delightful duties of a Governor General and lead to instant adoption; what can be the reason then that this great national improvement is still delayed?

I remain Sir, your most obedient servant,  
April. A FRIEND TO THE PEOPLE.

## OBSERVATIONS OF THE HURKARU ON THE ABOVE.

There seems to be such a general concurrence of opinion among so many men of enlarged views in the Civil service at the present day, on the expediency of abolishing ultimately the use of Persian as the language of process and record in our *Moffussil* courts, that we have not of late been in the habit of printing letters which contained mere simple *admissions* to this reformed doctrine. We have however published one this day, signed "A FRIEND TO THE PEOPLE" because of a peculiarity in the author's suggestions as to the steps which ought to be taken for effecting the final substitution of English for Persian.

He would commence, it seems, by the immediate abolition of Persian; substituting *Hindostanee* as a temporary measure, until arrangements should be completed for superseding this tongue also, and finally establishing English. The author indeed intimates his doubts as to whether on the whole it might not be better to rest satisfied with substituting Hindostanee for Persian, and to abandon the introduction of English altogether.

For this last preference, our correspondent assigns no other reason than his own belief of superior fitness—founded however, on much and varied experience—together with his opinion that Hindostanee—because the language of the people—deserves to be preferred. In regard to the last of these rea-

sions, we contend that it ought to carry him who relies on it, much further if it is to go for any thing. Setting the other Presidences out of the question, the real vernacular language of the people—if it is every where to be adopted here in judicial proceedings, would require the use of Bengallee, in perhaps two fifths of the territories under the Supreme Government; while Oorsee must be adopted every where south of the Soubaherka, and varieties of Hindur and other provincial dialects—not to say *goudis*—be employed in the extreme east or west, and even in the centre of the Fort William territories. We presume that the examination of witnesses is at all times and every where conducted in the first instance, in their own familiar tongue—for some observers complain that this is not done with enough publicity, or by officers sufficiently understood by the eye and in ear of the European Chief, let that be amended. But the question is, into what language ought those depositions to be rendered, for the purpose of founding upon them decisions whether of the first instance or of appeal? What language should be used for the record and forms of process?

All are agreed that this shall continue to be Persian no longer, because that is no longer the tongue either of conquerors or conquered, nor is it the vernacular tongue of any one of the three great families—the English, the Mahomedans, or the Hindoos. The sole advantage enjoyed by Persian in the comparison with English is that of *possession*; a point proverbially valuable in the eyes of law and law men; and which would give serious claims to preference, if, between the two rival languages and literatures—both equally strange to the mass of the people—there could be any comparison. But the day for such extravagances has passed away with Sir William Jones and his enthusiasts, who having been the first to cultivate assiduously the study of Persian literature, like all discoverers naturally attached undue value to the novel results of their novel labours. At present all this is better understood; and he must be a blind man who would place the argument of any oriental tongue whatever, in counterbalance with the infinite benefit which the mind of a native of India cannot fail to derive from the familiar knowledge of English.

It may be honestly said—but truly enough for our purpose—that in every procedure of the courts three principal parties are concerned, the Judge; the Lawyers and officers of Court; the Litigants and witnesses. Of these, the Judge thoroughly understands English and English only; the combatants and their witnesses excel in the vernacular of their province, suppose Hindustanee, and in nothing else; the lawyers and officers surpass in Persian. To the cause of justice—to ensure the

best chance of the best decision, it is of more consequence that the Judge's language be used in the proceedings than the tongue spoken by either of the other parties. There is less danger of his mistaking others or being mistaken himself,—whether by Courts above or Courts below—when he delivers and writes his English judgment, upon carefully translated English proceedings, than when all this is “done into” a terminal, not to say barbarous, jargon of Persian by half educated scribes or unexperienced Europeans.

When the influx of Europeans into the Mofussil becomes increased—as greatly increased it must assuredly be, under any modification likely to take place in the present Indian system—it will be doubly necessary that English should become the official language of justice—that not only the Sudder judge and his Christian clerk shall understand it well, but that it shall be familiar as household words to the ears of all classes of amens and moonshis and native functionaries, to whose jurisdiction in the first instance European Colonists must lay their account with being made amenable (under appeal) in common with their neighbours of whatever cast, class, or religion.

But while we give due weight to these immediate advantages which we think cannot fail to follow the introduction of English as the language of process and record in the Mofussil courts, we must not—and we do not—shut our eyes to the far weightier benefits, political and intellectual, that must eventually arise out of that rapid diffusion of European knowledge and modes of thinking, which will be caused by this increased demand for English attainments among all native aspirants to judicial preferment. Let those who are disposed to question such secondary benefits, only look at what has been already effected by Professor Horace Wilson and Mr. D. Hare, at the Hindoo College in a short year! Like phenomena which take place too near to the observer, this really great mental revolution among the Hindoos, has hardly attracted the notice or obtained the appreciation which it justly merits. But by its fruits will it speedily make itself known. In the mean time the fact stands established by test of experiment that the natives of India in acquiring European languages do so with a rapidity and facility

that in short they become imbued largely and according to individual capacity, with the thoughts, the feelings, the literature and the science of the West. The adoption of English generally as the language of Indian law and diplomacy opens a fine field of useful and honorable employment for the aspiring and “ingenuous youth” of every class; a noble fund of reward for those who have distinguished themselves, and of prizes to be fought for by those who are starting in their career.

## METEORIC LIGHTS.

JUANPOOR.—Frequent mention has been made by various papers of the meteoric lights which appeared in the heavens in a northern direction on the morning of the 13th of November last, but no exact description has been yet given:—It is however evident they must have been visible over many degrees of Latitude and Longitude, as they were seen at Calcutta, Bombay, Madras, and Dehli on the same date. I have heard several accounts given of the phenomenon by natives and one by an European, all of whom agree that the sight was singular beyond description, but the most extraordinary feature was their appearance in broad

day light as late as 10 A. M. I saw one which was very brilliant and fell perpendicularly and looked like the glittering of polished steel at or after 6 o'clock in northern direction. My European friend says he was marching early in the morning and saw fire balls of all sizes flying in every direction some very large, and leaving a white streak behind them, indeed he says the whole heavens were on fire, the natives liken its resemblance to a battle of furies pulling each other with fireworks, &c. &c. &c. It is very ominous and foretold a great slaughter or loss of human life in battle.—*Mag. Lib.*

## NATIVE JUDGES AND JURORS.

## CHARGE OF SIR HERBERT COMPTON TO THE GRAND JURY OF BOMBAY.

The Sessions for the present quarter commenced yesterday.

The only cases of particular interest which the Calendar presents, we understand are those of the midshipmen of H. M. ship *Caracca*, and the case of piracy off Malabar point, both of which are alluded to in the charge delivered by the Chief Justice to the grand jury.

The late act of Parliament rendering natives eligible to the office of justices of the peace and grand jurors is also noticed in it, and an intimation was given that the Act, as far as regarded grand jurors, would henceforth be carried into effect. The Chief Justice it will be observed entertains doubts whether the natives at each of the presidencies are yet sufficiently qualified by education to become jurors and magistrates. This point we shall not attempt to argue, though, it seems clear, if they are ever to become qualified, that the shortest and best method of rendering them so, will be to adopt towards them the same course that is now followed towards our own countrymen—that is to make them perform the duties of the office, and thus become gradually acquainted with their nature. If we in my Englishmen, we should like to know, are there whose education has been such as to give them, previously to entering a grand jury room, the slightest idea of the duties they were to perform or of the powers with which they were to be invested as grand jurors?—perhaps one in ten, certainly not more, and yet they soon become competent to perform all that is required of them as jurors.—So, we will venture to say, will it be with the natives.—The following is an extract from Sir Herbert Compton's charge.

“The Act of Parliament to amend the law relating to the appointment of Justices of the Peace, and of Jurors in the East Indies was not received at Bombay, and after the Precept had issued, which authorized the Sheriff to summon the Juries to serve at the present Sessions—it was therefore, too late to summon any native gentlemen to share in your labours, on the present occasion.

A Rule of this Court, which was framed according to the law as it formerly stood, has this day been formally altered, and henceforth, in Grand Juries and juries for the trial of persons professing the Christian religion, will consist of Natives, as well as of Europeans and of other Christians.

As it has pleased the Legislature to remove the distinction which so long existed, I do most sincerely congratulate the native population of this island on a measure of so much importance to them and to their posterity, on a measure which entitles them to participate in all the privileges enjoyed by His Majesty's other subjects.

I must candidly confess that my experience in India had led me to entertain some doubt whether the natives of the three presidencies were yet sufficiently qualified—I mean by education—to become jurors and magistrates. But, I shall most cheerfully renounce my error, if I shall hereafter perceive, that the natives of Bombay, who, I believe, were the first to ask the boon conceded to them, shall be the most anxious to prove, that they are fully competent to the discharge of duties so closely connected with the administration of Justice, and with the general welfare of society.”

The Chief Justice concluded by requesting that a deputation of the Grand Jury would visit and report upon the Jail and House of Correction, and by offering the assistance of the Court in any difficulties they might meet in the course of their labours.—*Courier*, March 19.

## OBSERVATIONS OF THE CALCUTTA PRESS ON THE FOREGOING.

We insert above Sir Herbert Compton's charge to the Grand Jury at Bombay.

It will be seen that Sir Herbert Compton expresses great doubts as to the fitness of natives to serve on juries, and, without intending the slightest disrespect towards Sir Edward Ryan, we think, it will be generally allowed that Sir Herbert's long practice as a barrister in Calcutta and intimate acquaintance with the habits, opinions and feelings of the natives, make him a better judge on such a subject than Sir Edward can possibly be. From the circumstance of Sir Edward Ryan having come out to this country as a judge of the Supreme Court, he never can have had those opportunities of forming a correct estimate of the native character which are perhaps better added by the unserved and familiar intercourse that necessarily exists between a counsel and his clients than by any other circumstances in which a man can be placed. We cordially join in Sir Herbert Compton's wish that the result of the experiment may prove him to have been mistaken, but at present we are certainly of opinion that his view is the correct one, and that it will be soon discovered that the admission of natives generally to serve on juries is a measure far in advance of the times.—*John Bull*

The *John Bull* seems to consider the opinion of Sir Herbert Compton on the subject of the fitness of natives for the exercise of the privileges which the East Indian Justice of the peace and Juries' Bill has conferred on them, entitled to much more weight than that of Sir Edward Ryan.

We have a high opinion of the talent and discernment of Sir Herbert Compton in general, but in the first place we do not think the learned Judge free from prejudice and preconceived notions, on this question, and in the next we know of few men more likely to be mistaken as to the natives of Bombay, of whom he could not by possibility know more from that experience on which the *Bull* so implicitly relies; and of whom the opinion he has expressed will be admitted we believe by all who have had such experience to prove, that he actually does know—very little. It may be true that comparatively speaking, there are not many natives, perhaps only a few, in Calcutta, fully qualified for the exercise of the privileges so recently conferred on them, but it is far otherwise at Bombay, where the natives, the Parsees particularly, are at least half a century in advance of their brethren in Calcutta, in the interest they take in public questions and their eagerness for those very privileges to which our Calcutta friends are and to be so indifferent. In proof of the fact, we need only refer to the conduct of the natives of Bombay in the excitement produced by the collision between the Supreme Court and the Government there: and the sympathy which thousands of them manifested in the late of a learned Judge who had signified himself in their judgment at least, by an impartial and



sentless administration of justice that secured to them the full protection (till his authority was reinstated) which it was the object of the Legislature to afford to them by means of the Supreme Courts in India. We are not here begging the question as to the merits of that case, nor seeking to revive the discussion of it; we are only appealing to the fact that so many thousand natives did spontaneously meet and sign petitions on that occasion, in order to show, that they are greatly in advance of the natives here in spirit and intelligence; and we might in support of that position also cite the evidence of Sir Lionel Smith and others not liable to the imputation of cherishing opinions too liberal; but we prefer quoting at present, the second report of the Committee of Correspondence of the Royal Asiatic Society, which will we think by most readers be admitted to be some set off against the authority even of Sir Herbert Compton, with all our respect for that learned Judge.

"The British Parliament, by calling upon the natives of British India to exercise the rights of enlightened and independent Jurymen, have afforded them a public opportunity of displaying their talents, their integrity, and their knowledge in defence of the lives, the liberty, and the property of their countrymen; and have given them a most powerful motive for cultivating their understanding, for improving their moral character and for acquiring from Great Britain every useful branch of scientific, moral, and political information. The inhabitants of Bombay, by electing professorships in the name and to the honour of the late Sir Edward West, have shewn how highly the rights of British subjects are appreciated by them, and how directly they tend to promote a desire for education and useful knowledge amongst the natives of India. The person to whose memory the honour is paid was a most able and independent Judge, who taught the natives of Bombay, that the object of the British Legislature in framing the Jury Act was to render them the guardians of the lives, the liberty, and the property of their countrymen; and to encourage them, with a view of making them worthy of that high trust, to acquire a thorough knowledge of the religion, the laws, the customs, and the literature of their country. The persons by whom the honour is paid consist amongst others of some of the most distinguished of the Paravies at Bombay, who are celebrated throughout Asia for the extent of their trade, for the integrity of their character, and for the progress which they have made in manufactures, in ship building, and in every branch of theoretical and practical mechanics, and who, from having themselves exercised the duties of Jurymen, are aware of the practical utility and value of the institution, and feel the urgency of improving their education, cultivating their understanding, and extending their knowledge, for the purpose of enabling them to discharge those duties with credit to themselves, and advantage to their countrymen.

"These enlightened men have publicly declared, in their address to the Supreme Court, at Bombay, that the most appropriate honour they can shew to the memory of Sir Edward West is to affix his name to the professorship which they have established, and thereby associate for ever, in the minds of their posterity, the recollection of his virtues, with a feeling of gratitude to his memory for the advantages they will derive from establishments that improve their understanding and secure their prosperity and happiness. The public opinions, and the public conduct of such men, upon such an occasion, are a forcible illustration of the certainty with which a desire to improve the human understanding, and to facilitate the acqui-

sition of useful knowledge is produced, by allowing the natives of India to enjoy the institutions, and to exercise the rights of British subjects, and afford, at the present moment, very important information to the Legislature of Great Britain, as to the surest means of raising the moral character and improving the political situation of the natives of that immense empire."—*Hurkaru*.

We differ from the *John Bull* in regard to the reliance which ought respectively to be placed on the experience of Sir Herbert Compton and Sir Edward Ryan. The former was twice a barrister at our Supreme Court. His latter stay in India was too short to enable him properly, to appreciate the abilities of the Natives—his experience therefore during his former stay here is the only ground on which he can form any estimate of the fitness of Natives to fill the offices to which they are now called. It is well known that a few years ago the Natives were hardly able to speak English even with tolerable correctness. The H. M. C. College and the other seminaries since established for the education of the Natives in the English language have not long been in existence. The progress of these was projected during the time when Sir Herbert was here and the benefits it has conferred on the Natives had not then even commenced to be developed. The Natives were at that time different to what they are now. They were unacquainted with English, and their intercourse with Europeans was extremely limited. This was the state of Native society to which we must look back for tracing the experience which Sir Herbert has of the Native character, and of their fitness to fill the offices to which they have been called, particularly, as Sir Herbert himself notices, in regard to the "education" of the Natives. Besides the intercourse which Sir Herbert had with the Natives in his capacity of a barrister was more likely, to have brought him in contact with the linguistic portion of the Natives than with those whose moral character could be considered a recommendation to offices of trust and importance. This circumstance is calculated to produce in his mind a bias unfavourable to the character of the natives, and unchecked as the progress of this bias must have been at that time, in consequence of the want of free intercourse with the Natives, it is no wonder Sir Herbert should entertain doubts regarding their capability to fill the office of Jurors and Magistrates. So far so, the experience of Sir Herbert Compton.

The opinion of Sir Edward Ryan is formed from experience of a very different kind. His lordship has been in India during the time which this question regards,—the present time, when the natives are far more advanced in education than they were at the period from which alone Sir Herbert derives his experience. Besides, as we have already observed, there is now a free intercourse between Europeans and natives, which has afforded ample opportunities to Sir Edward to form a just estimate of the native character as it now is, and of their fitness for the privileges lately conferred on them. We are sure even Sir Herbert must form a different opinion of these few Natives with whom he was in the habit of associating whilst here on his last visit, to what he has expressed from the bench.

There is another circumstance which ought not to be lost sight of, and which the *Hurkaru* has commented upon. The remarks of Sir Herbert Compton were directed to the natives of Bombay, on which our cotemporary says, "We know of few men more likely to be mistaken as to the Natives of Bombay, of whom he could not by possibility know, than from that experience on which the *Bell* so implicitly

ly relies; and of whom the opinion he has expressed will be admitted we believe by all who have had such experience, to prove that, he actually does know—*very little*. It may be true that comparatively speaking, there are not as many natives perhaps only a few, in Calcutta, fully qualified for the exercise of the privileges recently conferred on them; but it is far otherwise at Bombay, where the natives, the Parsees particularly, are at least half a century in advance of their brethren in Calcutta. Considering how much earlier the intercourse of the Natives of Bombay with Europeans commenced, than that of the natives of this Presidency, it is natural the former should be in advance of the latter. But be that as it may, this circumstance throws additional light on the question, and points out the degree of reliance which ought to be placed on the opinion of Sir Herbert Compton.

These circumstances when impartially considered, we have no doubt, will lead any unbiased person to place no reliance on the opinion of Sir Edward Ryan in favour of Sir Herbert Compton. Besides, when we consider that an efficient discharge of the duties of the Juro and even of the Magistrate depend not so much on a finished English education as on the possession of common sense, a thorough acquaintance with the facts of the case to be tried, and only a tolerable knowledge of the English language, we must admit with Sir Edward Ryan, that many Natives are now fit for the privileges conferred on them, and that the measure is not in advance of the times.

Even admitting that the majority of Natives are not at present competent to serve as jurors and Magistrates, the case will not in the least be altered. For if a sufficient number can be found competent for these offices the privilege ought not to be withheld, because, as it is a principle of the law that the innocent should never be allowed to suffer

with the guilty, so it ought also to be a principle in legislating that the qualified should not be deprived of certain privileges, because a portion of their countrymen happen not to be qualified. The privilege being extended to the nation, and personal qualifications in candidates being made a necessary condition for admission into office, all fear of abuse and inefficient discharge of duty is entirely removed.—*Reformer*.

The *Reformer* contains some very judicious observations on Sir Herbert Compton's charge. We are glad to see that journal vindicating the claims of the natives to the privileges which the British Parliament has conferred on them. The *Reformer* very justly remarks, in reference to the fact stated by us, that the natives of Bombay are greatly in advance of those of Calcutta, that it may well be so considering how much earlier the intercourse of the inhabitants of Bombay with Europeans commenced, and it certainly is strange that Sir Herbert Compton, should apparently have entirely overlooked that circumstance, and without enquiry have assumed that there were few natives in Bombay qualified to benefit by the Act, nor is it less singular, that the inconsistency when the *Reformer* notices, of his Lordship's congratulating the natives on the accomplishment of a measure from which they are yet in a condition to benefit? The *Reformer* has also supplied an important omission in our remarks on the subject, by stating the reasons why Sir Edward Ryan's opinion is entitled to more weight even as regards the natives of Calcutta, than that of Sir Herbert Compton. To our mind they are quite conclusive, as they must be, we think, to that of every one who has attended to the rapid progress which instruction has made among our native fellow subjects within the last few years.

## LOSS OF THE SHIP HYDERY.

We have been favoured by Captain McDonald, late Commander of the Ship *Hydery*, with the following communication relative to the loss of that vessel.

The *Hydery*, Captain McDonald, left Hobart Town, Van Diemen's Land, on the 4th of September 1842 and was proceeding by the Southern route towards Calcutta, but was obliged, on the 6th to bear away and go to the Northward. She then proceeded through St. George's Channel, and along the coast of New Guinea. Standing for the southern port of Mindanao, with light variable winds, we found a current setting towards the rate of 3 to 40 miles in 24 hours. When the *Hydery* reached the latitude of 9° North, the wind came more from the southward; and the easterly current abating, we made the island of Mindanao, to the Southward of the Straits of Ponnac Standing to the N. W. Straits, abreast of the Suragao Islands the wind became light, and we found the current setting us towards a narrow pass between the islands. We sounded, but could not find bottom with 80 fathoms of line. It then became calm, and we found the

current, as we got into this narrow strait, setting us at the rate of six miles an hour. We kept sounding, but could not feel bottom, and finding we were carried towards a coral reef, at 4 p. m. we let go the anchor, when the chain ran out to the chum, and at the same time, the ship struck aback, and carried away the rudder, and from her situation across so strong a tide, she was laid on her beam-ends, which obliged us to cut the chain. She then righted and swung off, but struck forward and then went to leeward. We sounded the bell, and found two feet water, but kept the pumps going. At 5, 30, we cut away the ceiling to endeavour to stop the leak, but found it of no avail, as it still kept gaining on the pumps. At 6, 30, we prepared to abandon the ship, there being eleven feet water in the hold, with a heavy hit to starboard, and the vessel was evidently settling fast by the head. She at that time struck on the Island of Baulle, about four miles N. E. of Suragao. Having obtained assistance, we made every effort to get her off, but to no purpose.

—*Singapore Chron.* February 14.

## JUNGLE MEHAUL FIELD FORCE.

Camp Chillyama March 30, 1833.—The conference at Banuungahanty is now sitting, and their task (as I formerly prognosticated) is likely to be tedious. The Moorhange Rajah is there, but has taken care to leave behind some of his people whose evidence is essential for the adjustment of the dispute. The Banuungahanty Chief was tributary to the Rajah, and is now endeavouring to shake himself clear, and establish his independence, in which good work government is aiding (on what principle I know not.) Now it is very evident, under these circumstances, that the Rajah will throw every obstacle in the way, and fate seems to smile on his endeavours, the troops with Capt. Wilkinson at Narsinghur, consisting only of three companies, are dreadfully sickly—forty of their sick were sent into Midnapore a few days ago and the hospital is again crowded. Two Companies of the 34th, which were ordered to meet the Commissioner at Narsinghur, were compelled to deviate from their instructions and proceed to Midnapore in consequence of sickness, having no less than 90 sick and 30 convalescent, with between 20 and 30 fit for duty!!! The Head Quarters of the 31th Native Infantry joined our camp two days ago, having about 30 men present fit for duty and between 50 and 60 in Hospital. The outlawed Sirdars, which I formerly mentioned, are now here snug in irons; and as a proof of my former views being correct, I may mention, that the Commanding Officer here had a letter from the officer of the detachment who was endeavouring to seize them, stating that he had had hold of the principal Sirdar's family and that the father in law had agreed to give him up for the sake of the reward—that they were concealed in Maunboom. Another letter the same evening, from the same officer, stated that the Sirdars had been apprehended—where? not at Maunboom but between twenty and thirty miles from it!!! All being now settled in that part of the country I cannot see what pretext they can have for keeping the troops any longer here, and as for marching them into Singboom after the Banuungahanty business is settled is a thing which I hope no man of conscientious principle would dare to recommend, or no government who had any regard for human life would think of sanctioning; indeed were they to do so it is impossible that the thing could be carried into effect, as by the time that the Banuungahanty business is settled the force will be in such a state of sickness that they could scarcely guard their camp without endeavouring to make a display of troops "to overawe the Coles."

I regret to say that fever has increased to an alarming extent since my last, particularly in the 34th Regt. and I understand, at this moment that there are no less than 300 of that corps sick and convalescent. The 24th Regt. are not suffering to such an extent, having had much less duties in period and not being broken down by last years campaign. The sickness amongst the camp followers is also very great, and the Doctors say that their medicines are all expended! This is surely a sad state of things and shows bad management in some quarters. Our pits say, that the Medical Board are so stung and they cut their indents so that when sickness suddenly breaks out their medicines are all done before they can have a fresh supply. Several of the officers are also ill, which, together with the death of poor Alexander who commanded the Bankoorah Levy, has thrown a melancholy gloom over our camp.—The assistant Commissioner has had a severe attack of fever, he is ra-

ther better to-day but I understand still far from being out of danger. Last night accounts from Captain Wilkinson state that he has had an attack of fever and Ague but is now better,—he also reports the Assistant Surgeon as being ill of fever—he expects that the Banuungahanty business will be settled by the middle of April, and hopes that the troops will then be ready to march into Singboom!!! What will government say to this? I should think it is impossible that the matter can be settled of the fact that they will recommend the troops returning to cantonments, and that an efficient force be in readiness early next cold weather for finally adjusting the distances in these districts. We have no thing to do at present. Mr Dent is daily engaged in trying the leaders of the disturbances in Burra-boom and Dhubboom, a great many of whom are condemned to be hanged, and we only wait the sanction of Government to carry the sentence into execution. The *haungman* arrived a few days ago from Bankoorah, so that we hope the prisoners will soon be disposed of in some way or other, which will be a great relief to the sepoy who are obliged to keep guard over them.—*John Bull.*

The ravages of this deadly climate, are now beginning to tell on the European constitution. Lieut. Alexander, lately commanding the Levy, was sent into Burcoorah with jungle fever about the middle of the month and is since dead. An Officer of the 24th N. I. has been also sent very ill from the same cause. Mr. Martin, the Junior Civilian, has also been laid up, and is still confined to his bed. Captain Annand with two companies of the 34th N. I. has been obliged to march into Midnapore with his detachment, where a Medical Committee pronounced only 29 in N. I. Lieutenant, and 1 *Kawa* fit for duty. A detachment of 2 Companies under Lieut. Munnis, forming part of the Escort with the Commissioner at Narsinghur, is reported as having about 10 men in Hospital. The Head Quarters of the 34th N. I. consisting of 2 Companies, and which marched into Chilleema on the 28th instant have 60 men in Hospital, and allowing for those on duty, only 20 or 30 men available.

The 24th N. I. has sent in sick to Baucoorah about 50 men, exclusive of those now in Hospital. The Levy is much in the same predicament, if not in a worse plight, in fact a panic seems to prevail amongst them, and 40 or 50 have already applied for and received their discharge. This I believe to be a correct statement of facts; you may therefore suppose that under such circumstances, our minds are but ill at ease, under the prospect of further exposure at this unwholesome season of the year.

The 24th N. I. has been halted now at Chilleema, upwards of three weeks, perfectly inactive, with little or no chance of progressing into Singboom for at least 15 days, from the number of obstacles which the Commissioner at Narsinghur has had to encounter in the settlement of the Bhamuungahanty question, though on leaving Chilleema about the 15th instant, he expected to have dispatched that business in a very few days, in conjunction with Mr. Rickards who met him there on or about the 20th. Surkela in Singboom, and the Khooman district are the places which we are next to visit, therefore we may fairly expect this campaign to last at least six weeks longer. We are told that the object in visiting Singboom is to make a show of troops, with a view to conciliate the Coles, and that should

they betray a refractory spirit we are to keep out of their way. The policy of this measure appears very dubious to all, but the Commissioner himself, and it is not at all improbable that Gumber Singh Koor of Surkela, anxious to obtain the interference of our Government may urge the Coles, to resist it, with a view to the accomplishment of his

own object. As regards the districts of Burraboom and Dhalbhum, all the people have at length been reduced to submission, and the last of the rebellious Sardars have been apprehended and brought in, viz Kishen Sing, Kalc Ram and Balace Patur.—*John Bull.*

## SUDDER DEWANY ADWLUT.

JAN. 22 1833.

*Sayad Aboo Lais, Sallihun Nissa and Acedun Nissa, Appellants, versus Lulfahee Beebe, Respondent*

This was an appeal from the decision passed on the 4th August, 1831, by the Provincial Court of Moosshedabad, on the suit of the appellants against the respondent, for the estate estimated at 44,000 Rs., left by the late Sahibun Beebe. Plaintiffs claimed as heirs at law, and respondent alleged that deceased, her adoptive mother, by a deed of gift, dated 30th Sawan, 1832, had given her,—her whole estate and put her in possession, she had also at the time reported the fact to the Register of the Court. The plaintiffs denied the gift and

possession, and alleged that the deceased at the time of the pretended gift was of unsound mind; they also pleaded that,—heirs existing—a Moslem woman cannot legally alienate her estate by gift, and moreover that the property in dispute was joint and as the subject of a legal transfer. The Moosshedabad Court found the issues of law and fact in favour of respondent and dismissed the claim. In this decision Mr. Rutray concurred,—after carefully weighing the evidence adduced on both sides. The gift and consequent possession had been fully proved. The sanity of the donor at the time was also in evidence, and had been indirectly admitted by claimants, who, in a petition, had asserted that deceased became insane two days before her death, which happened suddenly eleven days after the gift. The legal plea was obviated by an existing decision of the Court, and the assertion of claimants as to a joint interest was wholly unsupported

## SUPREME COURT.

TUESDAY, APRIL 9, 1833.

VIGNON AND OTHERS v. COLVIN AND OTHERS

Mr. Clarke moved on the 6th April, for a rule to shew cause why all the costs of the complainants and defendants in the above-mentioned suits occasioned by a default recorded against the complainants at a reference held on the 3d April, should not be paid by George Money, Esq., the Master of the Court, together with the costs of this application, and that the several matters referred to the Master, pursuant to the decretal order of the 24th of December 1830, be removed from the Office of the Master, and referred to such other officer as the Court might be pleased to appoint for the purpose of reporting on the several matters by the decretal order so referred. At the request of the Court the motion was deferred until the 8th April, and but Advocate General having then intimated that the affidavit of Mr. Murry had only just been handed to him, and that he intended to shew cause in the first instance, the hearing of the motion was postponed until this day.

Mr. CLARKE, after some remarks respecting the origin of these suits, stated that he was counsel when the suit originally commenced, but the complainant having made him his executor, and not wishing to institute proceedings in which he was to be employed as counsel, he had ceased to act professionally and Mr. Dickens had been retained. Mr. Dickens having become Prothonotary, and the suit being near its close, he thought it would be wound up better by one who knew the case than by a counsel who was a stranger to it, and at the request of his co-executors he had resumed his place in the cause. The learned counsel then proceeded to shew that similar motions had been frequently made at home, and cited *V. Vesey* p. 341 wherein a

motion was made for the removal of a reference from one Master to another, on the allegation of counsel, that he found the former in such a state, from his advanced age and infirmity, that it was not proper to go into business before him, and the Lord Chancellor, having taken time for consideration, said that he thought it his duty to grant the motion, and the order was made accordingly And in *Beames' orders in Chancery* it is stated, if the case be such as the Master cannot proceed in the absence of either party or his counsel without just cause absents, the Master is presently to certify this court of the default, that the defaulter may be punished by commitment, costs, or otherwise, as the case shall merit. If the Master do use or willingly admit any gross delay the reference is to be removed, and the Master rebuked by the court. In support of his motion the learned counsel put in the affidavits of Mr. Andrew Vignot and Mr. Thomas Holroyd, of which the following is the substance.—Certain interrogatories were exhibited in the above-mentioned cause in the office of the Master, to whom these causes stand referred by a decretal order of the court for the examination of the defendants in the original suit. Mr. Wright, the attorney for the complainants, submitted the examinations of the defendants, together with the proceedings in the cause, to Mr. Clarke, Mr. Dickens, the former counsel, being appointed Prothonotary. A reference was held at the office of the Master on the 27th March last, at which Mr. Clarke and Mr. Wright attended, when it appeared in the Minute Book of the proceedings of the Master that on a former reference held before him in the cause, several exhibits produced in evidence and proved before the Examiner, had been produced before the Master in support of the complainant's state of facts and charge in the suit, but there was

no minute in the Minute Book, or on the face of the charge, to shew that the items to which the exhibits referred had been established by evidence. Mr. Clarke then stated, that he would prove the exhibits by the evidence taken in the cause. Mr. Wight took out a summons for another reference to be held on the third instant, for the purpose of proceeding upon the charge of the complainants and Mr. Holroyd, on behalf of Mr. Wight, attended Mr. Clarke at his chambers between eleven o'clock on that day for the purpose of assisting in preparing the reference and marking the depositions to be read as evidence in proof of the charge. Mr. Holroyd continued with Mr. Clarke until twenty minutes after two o'clock, when they went to the office of the Master, where a native writer informed them that Mr. Maney was not in the office but at his dwelling house. Mr. Clarke desired the Master should be sent for, shortly afterwards the messenger returned with a card from Mr. Maney addressed to Mr. Clarke, stating that his house was much cooler than the office and desiring Mr. Clarke to attend the reference there. As Mr. Clarke and Mr. Holroyd were quitting the office Mr. Turton entered for the purpose of attending the same reference on behalf of Mr. Melville, a defendant in the suit. Mr. Clarke informed him of the purport of the Master's card, and said he would not attend at the house and left the office. Mr. Turton did attend at the Master's, and required a default to be recorded in consequence of the non-attendance of Mr. Wight or his counsel, and the default was recorded accordingly. Mr. Wight communicated this information to Mr. Clarke, and at the same time expressed his regret that Mr. Clarke had not attended and thereby save his costs to his client. Mr. Clarke replied that the Master ought to have known that no effectual reference could have been held at his private house as the whole of the proceedings were at the office, and the suit had been delayed by the neglect of the Master, to the great prejudice of the widow and infant family of the complainant, who might be starving in England in consequence of the Master's conduct here. Mr. Wight afterwards applied for a certificate of the default but received an answer from the Master, saying that it had been refused to Mr. Hedger, and that he was willing to pay Mr. Hedger's costs. At a subsequent period when these proceedings were about being commenced, a correspondence took place between Mr. Maney and Mr. Wight, when the former offered to pay the whole costs of the default, and being applied to for a minute of the proceedings at which the default was recorded, he returned an office copy of the reference wherein it was stated that Mr. Clarke, Mr. Turton, and Mr. Hedger were present and the reference had not been proceeded with by Mr. Wight. The learned counsel stated that at the meeting of the 27th of March, he felt greatly annoyed at what he considered the careless manner in which the minutes had been taken down by the Master and in consequence of which no business had been really done, as it would appear that the exhibits had been put in without proof, and he felt convinced that the suit could never have been continued two years without their having been established. As the reference was to be held on the 3d of April for the sole purpose of proving the exhibits alluded to, an attendance at the house would have been useless, as the whole of the proceedings in the cause were at the office, therefore no effectual reference could have been held—further time would have been frittered away—and a heavy expence incurred for no purpose, although the Master received six gold mohurs for each reference. The words of the summons stated the reference was to be at the chambers, and no notice had been given of the Master's intention of holding

it at his house; besides the papers could not be removed without great inconvenience and delay. The learned counsel, in support of the graver part of the charge, produced the minute of the reference at which the default was recorded, and argued that as the Master had recorded that he (Mr. Clarke) was present the minutes were not to be depended upon for the Master recorded him present yet entered a default for his absence, and this alone showed that the Master was not competent to discharge the duties of his office, as his (Mr. Clarke's) absence was the cause of the default. Secondly, that the minutes ought to have shown that the exhibits referred to had been proved, and the Master failing to make a correct entry shewed gross incompetency and was a sufficient cause for the court to order the removal of the proceedings, and place them under the charge of some other officer.

The Master, in reply to a question put by the court stated that the minutes taken before him were entered in a small book, and afterwards posted into the regular Master Book of the office, according to the practice of the court.

Mr. ADVOCATE GENERAL after expressing his surprise at the charge now brought against the Master, and declaring that to answer it was the lightest task he ever was engaged in, put in the affidavit of the Master, which set forth,—that being informed Mr. Clarke was waiting at the office he sent his card desiring him to step over to his house, at the same time ordering the messenger to inform Mr. Clarke if he preferred having the reference at the office it should be held there; which message, the deponent is informed, was communicated to Mr. Clarke by the head writer in the office.—that Mr. Wight and Mr. Hedger, to whom the summonses were issued for the reference had on a previous occasion attended at his house and that the deponent had not the least reason to believe that counsel would not attend on the occasion in question.—that the extreme heat of the office owing to its situation is such, that in the hot season the Barristers and Attorneys of the Court have been greatly inconvenienced, for which reason the deponent has frequently during the hot season held references at his private house, according to the practice of former Masters, and the deponent has frequently heard Sir Charles Grey, while he was chief justice of the Court, say he knew no reason why the reference might not be held at the house of the Master instead of at his office. That with reference to there being no minutes of certain exhibits as complained of, all the entry necessary or usual to make was duly made, showing which were then read and which were merely put in and marked for future purposes; and with regard to no entry appearing on the charge, it was not the practice of former Masters to make such entry, though this deponent has been in the habit of doing so but not in general till the item to which the evidence applies has been proved, and allowed or disallowed, neither of which in this instance appears to have been the case. The learned counsel contended that the course pursued by the Master in entering the minute was similar to that used in every judicial office, where the plan pursued in taking the minutes was that which would make them most useful to the takers of them,—that the practice of holding the reference at the house of the Master had been countenanced by the bar, and that there would have been no difficulty or danger in removing the records of proceedings in these suits from the Master's office to his house. With reference to the minute of the proceedings at which the default was recorded, it was evident that the Master had recognized the attendance of Mr. Clarke

at the office, and as Mr. Wight did not proceed, the default was entered accordingly.

Mr. CLARKE in reply, disclaimed that he had imputed wilful falsehood to the Master, all that he imputed was gross negligence and incompetency. He did not complain of the Master holding references at his own house, but he complained of his not giving notice to the parties that he intended to do so, by which half the time allotted to the reference was lost. He complained also of his doing so when all the documents to be referred to were in the office, and as no reference could be had to them, it was making the proceedings of no utility. The irregularity of the minutes was also a subject of complaint, and it was these facts which warranted him in accusing the Master of negligence and incompetency. It had been contended that the writer of the minutes had a right to take them in that way which would be most useful to himself, but the minute furnished by the Master did not contain a correct account of the proceedings, as it stated the reference sat at two o'clock, whereas he (Mr. Clarke) did not go to the office until a quarter after that period, and a considerable time must have elapsed before the arrival of Mr. Tar ton and Mr. Hedger. With reference to the proceedings in the Minute book now produced, it was evident they were conducted with negligence, as there was an entry of exhibits 1, 2, 3, 4, 7, 8, 9, and the exhibits 5, 6 were not accounted for.

THE COURT.—With regard to the first part of this application some observations are necessary: It is not, as Mr. Advocate-General has asserted, a light task to answer this charge. The Master, a high officer of the Court, is accused of neglecting his duty, and the court thinks he has been guilty of neglect. The court has fixed a certain place for the office of the Master, and the Master has no right to require the attendance of counsel at any other place. It is evident that the custom of holding references at the Master's house has been countenanced by the bar when so understood by all parties, but it appears in this case no notice was given to counsel that business would not proceed at the office. The court cannot sanction this custom or overlook their irregularity, and the Mas-

ter's charge of costs under such circumstances would have been perfectly unarrangeable. Mr. Clarke had an undoubted right to consider what place was best adapted for the interests of his client, and has done nothing more than his duty in bringing the irregularity before the Court. It appears if there was a deviation from the strict line of the Master's duty, there was also a full, fair, and early offer of recompense by the payment of costs, to which the complainants are without doubt entitled. So would they have been to the costs of this application, had counsel been punctual in attending the Master's office, but it seems that counsel was not at the Master's office until a quarter of an hour after the time specified by the court for the reference to be held; this is a neglect that however sanctioned by courtesy, the court will not allow. Five minutes is sufficient time to wait, and if counsel does not attend within that time, a default ought to be recorded, for the Master has no right to change for the time in which he is not occupied with the business of the reference. Under these circumstances the court will only order the Master to pay the costs he has already offered and his own costs in this application. With reference to the second and grave part of this application, which is to transfer the proceedings into the hands of some other officer, it has been shown that at home where there is more than one Master, such applications have been granted; and it would be a subject for consideration whether such power does not exist here if the nature of the charge rendered the removal necessary. If the Court did remove the proceedings, it would be declaring the Master incompetent to perform the office assigned him, and, therefore, be a sufficient reason for his removal altogether. But there is nothing in this case to shew incompetency, the minute book appears to have been kept according to the rules of Court, although not posted daily; and Mr. Clarke being at the office where the reference should have been held, was present at the reference as it is stated in the minutes of the Master.

Rule made absolute. The Master paying costs of the default and each party their own costs in this application.

## INSOLVENT COURT.

SATURDAY, MARCH 23, 1833.

Before Sir Edward Ryan.

### IN THE MATTER OF HENRY OSBORNE.

When this case was called on the Commissioner was informed that the insolvent was dead, but this was not enough to satisfy the legal forms of the Court, which required that an affidavit should be put in. Mr. Pearson, the jailor, even stated that he had the certificate of the undertaker who had buried the body, but the Court would receive nothing less than an affidavit.

### IN THE MATTER OF JAMES WRITESITT.

In reply to the Court the Common Assignee stated that this Insolvent had no property with the exception of a few outstanding debts which it would be very difficult to recover. After taking the usual oath to the truth of his schedule, the Insolvent was discharged.

### IN THE MATTER OF JAMES YOUNG AND OTHERS.

The Commissioner said that he had received a statement from the Assignees setting forth what

they conceived would be adequate to remunerate them for their services. The Commissioner then read the statement, which was to the following effect. The creditors having required the Assignees to lay before the Court the amounts that they would consider sufficient as a remuneration for their labors, they begged to submit to the Court the following statement, should the Court decide upon remunerating them by fixed salaries instead of by commission. Considering the rate at which European labor was remunerated in this country they did not think that rupees 1500 a month for each would be more than sufficient, and though this sum might at first appear large, yet if the magnitude of the concern they had to wind up were taken into consideration, it would not be found disproportionate to the extent of the duties they would have to perform, especially as assets to the extent of one million sterling had been put into their hands for which they would receive no remuneration, while the creditors of the firm would benefit by the commission on that sum, which would amount to about a lakh of rupees; they were however willing to leave the question of remuneration entirely to the Commissioner, provided they were protected from the responsibility of loss.

The Commissioner then observed that the Assignee had at a former sitting objected to a commission of five per cent on the net dividends as insufficient, in consequence of which he had desired them to prepare a statement, which they had accordingly done. He was now willing to hear what any creditor had to say on the subject.

Mr. Dove thought fifteen hundred rupees a month for each Assignee by far too large a sum, and wished to know how long they were likely to take to bring the affairs of the house to a final close.

The Commissioner said that it was quite impossible for him to answer such a question. The Assignees would of course wind up the affairs with all possible dispatch, but neither they nor any one else could say what time it would take them to do so.

Mr. Dove said that if some definite period were not fixed they might have it in their own power to protract their proceedings, and that the amount of the salary might be perhaps a sufficient inducement to make them do so.

The Commissioner said that the Court could not act upon any such presumption. If it were at any time found that they were unnecessarily protracting the close of the affairs, the creditors would have it in their power to apply to the Court, but the Court would never on any account presume that they were doing so unless it were satisfactorily shown in the usual manner.

Mr. Dove observed that the amount proposed was so large as to place their duty and their interest at variance. He was induced to make these observations, not from a spirit of opposition, but because he had carefully looked over the schedule, by which he was led to believe, that the estate would not yield upwards of twelve lakhs of rupees after the mortgages had been paid off; that, with the deduction of so large a monthly sum, there would be nothing whatever left for the creditors at large, if the final close were protracted for four or five years; and that an annuity would be made out of the estate for the benefit of the Assignees.

Mr. Burkinyoung commenced making some observations in reply, animadverting on the conduct of Mr. Dove and other creditors, who had rushed unadvisedly into Court instead of leaving things to the discretion of the assignees, when he was interrupted by the Commissioner, who deemed the observations irrelevant to the question at issue.

Mr. Greenway thought it only proper that some liberal feeling should be shown towards the assignees, without which they could not feel themselves interested in bringing matters to a close: for his part he did not think, considering the trouble and anxiety that it would cost them, that they had rated their services a bit too high, and he would recommend that the proposed salary be granted.

The Commissioner said that he had maturely considered what it would be fair to allow them. He had originally thought that it would be the best course to remunerate them by a commission on the net dividends, and he could not say that the impression was altogether removed; but the assignees had objected to this mode, as it might eventually subject them to a loss, and it was impossible that the Court could expect them to sustain loss instead of remuneration. He had next thought of allowing them a commission on the whole assets, but on more mature reflection he had thought such a mode at best but very uncertain, and perhaps as likely to subject them to loss as the other. The only mode then that seemed to remain was to remunerate them by a fixed salary, and he had ac-

cordingly requested them to prepare a statement, shewing what they would consider sufficient. This they had done, and the sum mentioned in that statement was Rs. 1500 a month for each. If Mr. Hurry (who was a mercantile man, and who, without disparagement to Mr. Burkinyoung, must be more conversant with mercantile affairs than him) had entirely given up his own business and had devoted his whole time to the management of the estate, then he should have thought even double the sum proposed insufficient to remunerate him; but as he had not done so, and had accepted the assigneeship as an addition to his other means of income, he was inclined to think Rs. 1500 too large a sum. Under all the circumstances of the case he thought a thousand rupees a month quite sufficient. What had been said about Mr. Hurry was also applicable to Mr. Burkinyoung, it was true that he devoted the whole of his time to the affairs of the estate, but then, from not being so conversant in mercantile matters as Mr. Hurry, that time was not so valuable; besides that he was no more subject to loss by not attending to his own affairs than Mr. Hurry, as his establishment was carried on by his relations. Under all these circumstances he thought a thousand rupees a month each quite sufficient, and made the order accordingly, it being understood that it was to have effect from the day on which they took charge of the establishment. The next thing to be considered was the remuneration to be allowed to the partners who were to be employed in winding up the concern. There were four partners in Calcutta, and he observed that it was proposed to allow salaries to three of them, namely Messrs. Young, Ballard, and Alexander. To the two first it was proposed to allow four hundred a month each, and to the third, eight hundred. This last sum was just double what was proposed for the other two, but as there were no reasons stated for this difference, it was impossible for him to say on what grounds the Assignees had come to such a conclusion. They had thought four hundred enough for the others, and he was bound to think it sufficient, but he could not conceive it right that Mr. Alexander should receive a larger sum than them, he therefore thought that they should each receive four hundred rupees a month, and made the order accordingly. Every one must regret their misfortunes, and the inadequacy of such a sum when compared to their deserts and the station they had moved in, but it was also to be considered that a Captain in the Military Service, notwithstanding all his long service, received but little more. It was certainly painful for him to differ from the Assignees, but he felt himself bound to exercise his own judgment.

Mr. Hurry said in explanation that the suggestion had not come from the Assignees but that a resolution had been passed to that effect at one of the meetings of creditors, founded, he believed, on the understanding that Mr. Alexander should devote the whole of his time to the business of the firm which was not expected from the other partners, one of whom, Mr. Ballard, had since obtained another situation.

The Commissioner observed that that would be a sufficient reason for withdrawing his name altogether. If he had got another situation and did not devote the whole of his time to the affairs of the estate, he certainly did not think that he ought to receive a salary. This circumstance he could not however take notice of now, as it was not brought before him in the proper manner.

Mr. Hurry said that Mr. Ballard, notwithstanding that he had got another situation, went to the office whenever he was wanted, and remained there as long as required.

The Commissioner said that there was no principle on which the Court could allow remuneration to any member of an insolvent firm except for services actually rendered, if he rendered services adequate to the amount which he was to receive, he saw no objection; in this he (the Commissioner) must necessarily be guided very much by the judgment of the Assignees. At present he would allow the order to stand for four hundred a month each and he felt assured that Mr. Ballard, if he obtained any other adequate means of support, would relinquish his allowance for the benefit of the creditors.

Mr. Dove then addressed the Court on the subjects of the enormous monthly sum paid for house rent, but the Commissioner observed that he could hear nothing on the subject of the assignee's salary after having passed the order of the Court.

Mr. Hurry then observed that some bills had been received before the failure from creditors of the estate to be placed to the credit of their general accounts that those bills had not fallen due till after the failure, and that they were now threatened with legal proceedings unless they gave them up to the persons who had sent them. He requested the Commissioner's advice in this matter and informed him that their counsel had advised them not to give them up.

The Commissioner replied that he was not at liberty to advise them in the matter. If they wanted advice they must have recourse to their legal adviser.

SATURDAY, APRIL 6, 1833.

Before Sir John Franks.

IN THE MATTER OF RICHARD EDMUND BATTLEY.

Mr. Strettell put in a petition praying for leave to amend the schedule in support of which an affidavit was also put in, setting forth that the insolvent had forgot to insert the names of three of his creditors therein which omission had been brought to his notice since his confinement in jail and that the three said creditors were willing that the schedule should be amended and the insolvent discharged.

The commissioner allowed the schedule to be amended, but thought that the insolvent could not be discharged till notice of the amended schedule had been served in the regular manner to the aforementioned three creditors. Mr. Strettell suggested that it would be sufficient if the three creditors came into Court, which he thought they would do in the course of the day, and gave their assent to the discharge of the insolvent in which view the Commissioner coincided. Before we left Court two of the creditors had arrived and given their assent, and the third was momentarily expected.

IN THE MATTER OF HAMRUTTEN BHOSE.

There was no opposition to the discharge of this insolvent, who took the usual oath to the truth of his schedule. Mr. McNaughten, the common Assignee, stated that he had a joint share in some property, which was however all mortgaged, and that there were no debts due to him.

The Commissioner discharged the insolvent, telling him that he was to make over the surplus, if any remained after the payment of the mortgages, to Mr. McNaughten, and to render him any assistance required.

IN THE MATTER OF BEFFOORHUND BHOSE.

No opposition appearing against this insolvent he was discharged, after taking the usual oath to the truth of his schedule.

IN THE MATTER OF JUGGISOORE SIRCAR.

In this case the insolvent, who was not in custody, was examined by Mr. Turton, when it appeared that he had been a resident of Chandernagore since the year 1823. Mr. Turton then submitted that he was not subject to the Insolvent Act which had not come in force till after that period. The Assignate General endeavoured to show that he was, when Mr. Turton instanced a similar case that had been decided on, and the adjudication set aside by Sir Edward Ryan. Sir John Franks said that he would take a note of the case cited, and consult Sir Edward Ryan on the subject, and ordered the case to stand over till the next Court day.

IN THE MATTER OF RADJISSORE DUTT.

In this case Mr. McNaughten applied for leave to sit his accounts, and that the further hearing be postponed till the first of June next.

The application was granted.

IN THE MATTER OF BALMOOHUN BUCKETT.

In this case Mr. Turton applied for his costs in an opposition to the discharge of the insolvent, who had, in consequence of that opposition, been twice re-arrested, and finally discharged, at which time the costs had been reserved. Mr. Turton, in explaining the case to the Commissioner, said that he had opposed the insolvent's discharge on the ground of an error in his schedule. The schedule had been originally right, but the insolvent, finding that he was opposed by some of his creditors, had amended his schedule, and reversed the order of things by making his creditors debtors. He had consequently opposed him on the ground of fraud, and as that opposition had been effectual, he now applied under the 59th section of the Insolvent Act, for his costs, to which he thought himself entitled.

The Commissioner did not think under all the circumstances of the case, that it was one in which he could grant costs. Mr. Turton contended at great length to shew that it was, but Sir John Franks finally refused the application.

IN THE MATTER OF JAMES YOUNG AND OTHERS.

Mr. Dove presented a petition, which was not read, but which we understood to be an application praying that the salary of Mr. Nathaniel Alexander might be raised from four hundred to eight hundred rupees a month. Sir John Franks said that an order of the Court had been passed by Sir Edward Ryan on the 23d of March relative to the subject of the petition, and that he could not reverse that order, but he promised to shew the petition to Sir Edward Ryan, and to consult with him as to the propriety of making the desired alteration.

An affidavit was then put in by Mr. Alfred Lingham to shew that he was a creditor to the same estate on the part of his wife Mr. Lingham stated that his reason for so doing was because the Assignees had denied on a former occasion that he was a creditor, and he now wished to know whether he would be at liberty to exercise the same privileges as any other creditor in presenting petitions or making applications. The Commissioner informed him that he was entitled to do so whenever he saw fit.



## HINDU COLLEGE.

On the 21st March the Students of the Hindu College in number about 300, assembled in the Town Hall. They were arranged by their Masters in parallel rows extending down the centre of the Hall, an open space was left in front, and immediately under the statue of Lord Cornwallis, seats were prepared for the Governor General, the Lord Bishop, the President and Members of the General Committee of Education, and the Native Governors of the Institution. Sir Edward Ryan, Raja Kalikrishna and many distinguished ladies and gentlemen of the Presidency also honoured the ceremony with their presence.

The annual report and examination lists having been submitted, and select specimens of the compositions and exercises and drawings of the several classes having been laid on the table, the first and second classes were called up successively and examined in general history, &c. by the Lord Bishop and Sir Edward Ryan. The following essays were then read by some of the boys :

On the massacre of St. Bartholomew's day.

On the character of Charles the 1st.

On the origin of the Crusades.

Such boys as had been considered worthy of receiving prizes for their proficiency in various branches of study, were then called up in succession, beginning with the lower class, and were presented to the Governor General, who bestowed

upon them the books and other prizes previously arranged for distribution.

The recitations followed, but owing to the increasing noise of the crowds behind, who were prevented by the inconvenient form of the room from witnessing what was going forward, most of the speakers were only heard by those immediately in front.

On the conclusion of the recitations, the Governors, Professors and Teachers of the College were summoned, and the Governor General was pleased to express his approbation at the general progress of the boys as evinced by the examinations and particularly in the written exercises, he trusted that a continuance of the same exertions on the part of the teachers and the pupils would preserve for the Hindu College the reputation it now possessed of being the most useful institution in India. The Bishop also expressed his satisfaction, but the tumult of the boys breaking up was so great that we could not catch his Lordship's words. It is to be hoped that on future occasions some effectual method will be taken to prevent this serious inconvenience ; were the whole scene, or at any rate the dramatic portion of it, to be written view of the assembled spectators, it would inspire silence and attention. At the Mauritius the theatre is made use of for all similar public meetings and we cannot see why our Calcutta Diary should not be turned to the same account.

## MISCELLANEOUS OCCURRENCES.

FROM THE 21ST FEBRUARY TO THE 21ST OF APRIL.

*February 23.*—The pupils at the *Oriental Seminary* are publicly examined.

*Dicto 27* —The Commander-in-Chief reviews the troops at Barrackpore.

*Dicto 28* —Sir Edward Barnes is entertained by the Beef Steak Club.

A Coroner's Inquest is summoned to sit on the body of a Portuguese woman, found hanging in a hut, but a sufficient number of jurors are not to be obtained.

The prize in the Calcutta Lottery of one lac of rupees falls to Mr. Henderson, of the Bank of Bengal, and Mr. Goldsworthy, an Attorney.

*March 1* —Rishadnath Doss arrested on a charge of larceny and handed over to the Mofussil Courts.

*Dicto 7.*—Smart shocks of earthquake felt at Malda.

*Dicto 9* —The Governor General and Lady W. Bentinck visit the *Magicienne*.

A newspaper is first published at Delhi, in the English language.

*Dicto 11* —H. M.'s Ship *Magicienne*, after having been visited by almost all the Society of Calcutta, proceeds to Singapore.

*Dicto 11.*—The Marine Insurance Societies come to the determination of raising the premium of insurance in England and China on account of the Dutch War.

*Dicto 16* —The recovery of any part of the hull or machinery of the Steamer *Berhampootee* pronounced impracticable.

Mr. Sutherland, the Secretary and Purveyor to the Free School resigns his appointment after a great public struggle.

*Dicto 21* —The Governor General holds a Durbar.

*Dicto 21* —The students of the Hindu College publicly examined at the Town Hall, before Lord W. Bentinck, Sir Edward Ryan, and a large assemblage.

The Agricultural and Horticultural Society hold a Meeting at the Town Hall.

*Dicto 22* —The Reverend Joseph Wolff, the famous Missionary to the Jews, arrives in Calcutta.

Three Officers of H. M.'s Ship *Caracca* are tried at Bombay for the murder of a Broker Officer in a duel, and acquitted.

*Dicto 26.*—Mr. Wolff commences his lectures to the community on the subject of his Missionary labors.

*Dicto 30* —Intelligence received of the seizure of the barque *Batavia* at Penang by the *Harrier* Sloop of War.

*April 4* —Lieutenant Talbot of the 8th Regt. N. I. attacked by armed men between Hausi and Kur-naul who abuse and maltreat him.

The Churruck Pongah festival commences.

*Dicto 8* —An inquest held on the body of one Castello stabbed by one Trinidad.

*Dicto 10.*—Intelligence received of the taking of the Fort of Cutlack.

Mr. Smith, an Attorney, struck off the rolls of the Calcutta Supreme Court for misconduct.

*Dicto 12.*—Signor Masoni gives a farewell concert.

*Dicto 21.*—The Commander-in-Chief leaves Calcutta for the Upper Provinces.

SILK MART,—1st APRIL, 1833.

No. 26—*Report upon Bengal Raw Silk.*

The following list of Imports will shew that the market is almost entirely bare, and that the same complete inactivity prevails, and is likely to continue, until prices shall descend from their present rates at the different Aurungs. The March band has been a very fine one, but the Company's rates will prevent any large parcels from coming to market, while Europe prices leave little or no margin upon 9 mpees per factory seer, at which price no good Silk can any where be procured at present. At an auction sale on the 25th ultimo, at the Export Warehouse, of Company's Rejections, the following high prices were realised, chiefly for the Bombay and Madras markets:

Maunds	3	2	of Hurripal, . . . . . at per factory seer	9	7
			(inferior damaged and basou waste)		
"	4	0	of Jungypore, at . . . . . "	8	3 to 8 12
			(much mixed inferior skem silk)		
"	21	0	of Gonaten, at . . . . . "	8	14 to 10 5
			(pretty good and middling)		
"	24	0	of Malda, at . . . . . "	8	12 to 9 4
			(foul mixed and inferior)		
"	28	0	of Bauleah, at . . . . . "	8	5 to 8 6
			(foul and harsh middling Native sil.)		
"	13	19	Surdah, at . . . . . "	8	6
			(harsh but clean, pretty good)		
"	6	10	Commercally, at . . . . . "	8	9
			(very inferior mixed and damaged)		
"	74		Radnagore, at . . . . . "	8	10 to 9 4
			(good Native filtre, to inferior bazar)		
"	8	9	Bauleah and Surdah, at . . . . . "	6	12 to 7 8
			(Basou waste, very inferior)		
"	1	18	Country wound, . . . . . "	4	

*Particulars of Importation and of Price to the 31st March, 1833.*

Maunds	0	0	Cossimbazar—none—about 70 maunds of the stock on hand has been sold for the English market at 10 8 per factory seer.
	0	0	Gonatea—none—the parcel of 22 maunds of excellent quality remaining on hand, has been sold at 11 8 per factory seer.
	55	25	Bauleah—of November band, middling bazar quality in demand for the Bombay Market, but avoided by Europe buyers.
	3	2	Radnagore—inferior quality imported by a Madras merchant.
	130	5	Waste and inferior.

178 32

*Exportations of March.*

To London, . . . . .	Bales 10	Maunds 18
Madras, . . . . .	" 1	" 2
Bombay, . . . . .	" 26	" 72
	<u>Bales 37</u>	<u>Maunds 92</u>

Total Company's Exportation to this day.

Bales 3859 Maunds 6825

PRESGRAVE & Co

INDIGO MART,--1st APRIL, 1833.

No. 11--Report on the Market of 1832--and upon the crop of 1833.

Towards the commencement of the past month considerable dullness prevailed for the small stock that remained on hand; and at an auction sale, on the 13th ultimo, at the Indigo Mart, of about 160 Chests, the biddings were so few and dull that almost the whole was taken in--all of these parcels however have since found ready sale, and great activity has shewn itself during the last fortnight, scarcely any thing now remaining on shew for sale. Every parcel, as it arrived, has found ready purchasers at prices rather advanced upon those of the season: a parcel of 7 Chests of Onde good qualities has been sold at 120 all round--20 Chests of middling Mirzapore at 120--35 Chests of Purneah at 127 8--45 Chests of fine Buxar at 110.

Two small auction sales, at the Exchange and Messrs. Alexander and Co.'s Go-down, went off with great spirit.

Total Importation to this date per Custom House report--

By European consignees.....	Chests 31020	Maunds 109329
By Native ditto.....	„ 5215	„ 13050
	36235	122379

Or in detail as follows:--

	Maunds.	Sale Prices.
Western Provinces.....	1382	90 to 120
Allahabad Benares.....	2064	110 „ 135
Jaunpore and Ghazepore.....		
Gorakhpore and Azempore.....	1207	100 „ 120
Chuprah and Tyrbhoot.....	23257	90 „ 135
Dinapore and Buxar.....	2636	85 „ 145
Purneah.....	5895	80 „ 130
Monghyr and Boglepore.....	2434	110 „ 145
Malda.....	760	120 „ 150
Rajeshye and Nattote.....	7164	115 „ 140
Rungpore.....	2163	105 „ 135
Mymensing.....	611	85 „ 130
Dacca and Jellalpoore.....	7568	110 „ 145
Jessore and Furreedpore.....	25487	100 „ 160
Moorshedabad.....	9627	110 „ 145
Nuddeah and Keshmagur.....	21541	100 „ 157
Burdwan and Bancoora.....	5374	100 „ 130
Hoochly and 24 Pergunnahs.....	2859	115 „ 145
Midnapore to Cuttack.....	356	100 „ 135

Total Maunds 122379

Prices of the different qualities shall be given in our next report, for to include them here would too much extend the present.

Total Exportation to 31st March.

To Great Britain, Company's,...	Chests 5991	Maunds 22822
Private.....	17048	„ 62797
France.....	7339	„ 24306
America.....	2009	„ 5984
Gulphs.....	1034	„ 2094
Bombay, &c.....	203	„ 691
	33624	119594

Reports from the interior have become most unfavourable from all parts lower than Tybhoote: no rain has fallen any where, and both sowing and preparation of lands are extremely backward; the young plant likewise has suffered much from the continued drought and violent hot winds. In Dacca, Rungpore and the eastern part of Jessore in particular, where the rains are earliest and heaviest, the fears of planters are universal for a very short crop this season; and an abundant season in Bengal can hardly now be expected under any circumstances.

PRESGRAVE & CO.

## MEDICAL AND PHYSICAL SOCIETY OF CALCUTTA.

*Proceedings of the Meeting held on the 6th April.*

## MEMBERS PROPOSED.

Alexander Christie, Esq. Assistant Surgeon, Bengal Service, stationed at Buxar, proposed by Messrs. Dempster and Twining.

## COMMUNICATIONS PRESENTED

1 A letter from Dr Isaac Hays, of Philadelphia, accompanied by the following pamphlets: The account of a Medical committee formed at Philadelphia to draw up a report on Epidemic Cholera; Dr. S. Jackson's Introductory Lecture on the Institutions of Medicine, and Dr. W. E. Horner's Introductory Lecture to a course of Anatomy. A notice of the Academy of Natural Sciences, and a Catalogue of the Officers of the University of Pennsylvania.

2 A letter from the Secretary of the Société Anatomique de Paris acknowledging the receipt of the 6th vol. of this Society's Transactions.

3 Observations on the effects of Sulphate of Copper and Opium in Chronic Dysentery, by W. W. Raleigh, Esq.

4 A letter from Messrs. Beckwith and Co., of Bombay, expressing their readiness to act as the Society's Agents at Bombay, by receiving and transmitting the subscriptions of members at that Presidency;—and a communication from Messrs. Atholmer and Co. at Madras, intimating their willingness to render similar service to the Society at Madras.

5 A letter from Alexander Branton, Esq. of the College Library, Edinburgh, acknowledging the receipt of vol. 5, of the Transactions for that institution.

6 Letters from Dr. Mellis, and from Dr. Halliday, renewing their communications with the Society on their return to India.

7 A letter from Dr. Buzgle, presenting the following books for the Society's Library, viz. The works of Cyprien, Cloquet, Orlin, The-nard, Ailbert, Laennec, and Recherand, &c., also the Bulletin Universelle Française, June Section, and Revue Médicale.

The Secretary placed before the Society the files of the 6th vol. of Transactions, which being nearly finished, will be ready for distribution to Members in a few days.

J. Grant, Esq. and Julius Jeffries, Esq. withdrew from the Society, from circumstances of an economical nature.

The following communications were then read and discussed by the meeting.

Dr. Casanova's description of an elastic midwifery forceps, and a Cephalic extractor, which instruments being made of thin pieces of whalebone, are

The author states that the advantages of these instruments, which were placed before the Society, depend on their pliability, whereby no injury need be inflicted on the mother or child while they are sufficiently strong for every purpose, and may be used without exciting the apprehension of the patient.

The case of Caesarean operation was communicated to Dr. Wose, by Dr. Leonard, of Chandernagore, who assisted Dr. Tusse at the operation.

Mr. Thomson's observations on the efficacy of artificial Harrogate water, are supported by his own experience in this country, as well as the authority of Dr. Armstrong, on the value of the Harrogate and Harrogate waters, in many chronic affections of the stomach, liver, lung and glandular system. Mr. Thomson strongly urges the employment of artificial Harrogate water, in a variety of ailments where mercury is known to be injurious, and in some chronic cases after mercury ceases to be useful. He mentions one instance, where a patient with disease of the nose had undergone a violent operation with evident bad effect, and in whom the artificial Harrogate water effected a cure; and another instance of extensive cutaneous disease in an infant a few weeks old, which was ascribed to hereditary scaly skin, in that case also a cautious use of the artificial Harrogate water accomplished a cure. In the treatment of rheumatic diseases, one great advantage of this water over mercurial alteratives, and in fact the majority of other remedies, depends on its property which it possesses of invigorating the constitution, at the same time that a tolerably free action of the bowels is kept up for many weeks, whereby the results of long continued diseases are eliminated and subdued. The following formula for preparing the artificial Harrogate water is given in the conclusion of this paper.—

Into the centre vessel of Nooth's apparatus, put seven parts of water with 21 drachms of Sulphate of Magnesia, into the lower vessel throw one ounce of the sulphuret of iron coarsely powdered, and on this pour one ounce of Sulphuric Acid, diluted with two ounces of water; in about three hours the saline solution in the centre vessel becomes strongly impregnated with Sulphuretted Hydrogen gas, and should be drawn off into half pint bottles, which are to be kept well corked and inverted. The dose is two or three ounces for an adult, and it may be repeated twice a day. The author considers this medicine one of the most powerful alteratives we possess, and adapted to relieve many of the chronic diseases of this country. He states that it acts powerfully on the secretions of the liver, skin, and kidneys, and is highly deserving of more extensive trial.

Mr. Ludlow's report on the diseases of Gowhatie in Assam, accords generally with Mr. Leslie's account read before the Society on the 6th August, 1831, but the former gentleman is inclined to ascribe in many cases the increased proportion of disease and mortality among prisoners in the jail, to the privation of their accustomed quantity of opium. The most evident early effects of sudden privation of opium stated to be depression of spirits, coldness, languor, watery eyes, pains in the hands and burning of the hands and feet, slight twitches of the tendons, pain at the umbilicus, tumid abdomen and catarrhus, followed by occasional diarrhoea at night, and want of sleep.

W. TWINING.

Secy. Med. and Phy. Society.

Calcutta, April, 1833.

# MEDICAL FUND.

The Quarterly Meeting of the Bengal Medical Retiring Fund, was held on the 8th of April last.

Mr. Corbyn having been called to the chair. Mr. Mercer was chosen to perform, temporarily, the duties of Secretary to the Permanent Committee of Management.

Upon a scrutiny of the votes of Subscribers for the Permanent Committee of Management, the following Members were found to be elected as such, viz Messrs J. Hutchinson, F. Corbyn, C. C. Egerton, H. S. Mercer, A. Wood, J. T. Poulson, J. Grant, and M. J. Brandle.

Several gentlemen requested to become subscribers to the Fund.

The Meeting then proceeded to read letters received, viz.

1st.—From Colonel Casement, C. B. Secretary to Government in the Military Department, stating that indulgence was granted by Government, as follows, that orders would be given to the District Pay Masters to receive and give credit to the Accountant General for the subscriptions to the Fund; upon which interest at the rate of 4 per cent per annum will be allowed, pending a reference to the Honourable the Court of Directors, on whose orders will rest the continuance of this and of all arrangements connected with the Fund in which Government may be a party.

2d.—From Mr. J. Henderson, Secretary to the Agra Medical Committee, entering the protest of the Committee against the alterations of the regulations of the Fund by the Temporary Committee of Management; to which a reply was directed by the Meeting to be made, to the effect, that the revision of the regulations by the committee appears to the Meeting to have been the view which the Temporary Committee entertained regarding Reg. 1st Sec. 1st and that it was not their wish to arrogate to themselves the right to frame a set of regulations and force them upon the service.

3d.—From Mr. Superintending Surgeon Sawers transmitting to the Committee the Resolutions of a Meeting of Medical officers held at Benares for the purpose of expressing their opinions on certain points, and of animating their disapproval of certain regulations in the Plan of the Fund! With reference to which it was the opinion of the Meeting that on the revised Plan being forwarded to the officers of the Division the opportunity would then be afforded to them of proposing whatever alterations they might deem necessary.

Proposed by Mr. Garden "That on the occasion of any General Meeting being called in future, a separate intimation of the time and place of Meeting be forwarded to each Member of the Service, resident in Calcutta, Dum Dum, and Barrackpore," seconded by Mr. Kennedy and carried.

H. S. MERCER, Secretary.

Calcutta, April 11, 1853.

# AGRICULTURAL AND HORTICULTURAL SOCIETY.

At an adjourned meeting held in the Town Hall on Thursday the 18th April, 1853, at half past four o'clock in the afternoon.

Sir Edward Ryan, President in the Chair.

The following gentlemen were admitted members of the Society.

Lieutenant Colonel Dunlop, and Mr. H. M. Low proposed by Mr. Robison and seconded by Sir E. Ryan.

The following letters were read:

From Mr. Dearborn, President of the Massachusetts Horticultural Society dated 30th September last, requesting to be supplied with East India plants and seeds for an experimental garden belonging to that Society, and offering to reciprocate the favor.

From Colonel Hezeta of Rangoon, remarking on the small value of Bengal Ginger, compared with that of the West Indies in the Europe market, and suggesting the expediency of procuring plants of the Jamaica Ginger for culture here.

From Mr. Colin Shakespeare, dated Rangoon, presenting an improved machine for winding silk, together with a drawing of it, and a descriptive paper, also some of the implements heretofore in use for the purpose of comparison.

From the same presenting a paper descriptive of a conclusion from the drying silk, established by him at Rangoon.

From Captain Fisher dated Cachar, presenting plants of a sort of Plantain, peculiar to that district.

From Mr. John Bell, 2 letters, one presenting a few ears of Indian corn grown by him here, from N. S. Wales seed of a very fine quality, and the other presenting a sample of Tapioca obtained by him from the roots of the Cassava, and describing the process of manufacture.

From Mr. Turtton, presenting specimens of Cotton and of Safflower grown at Sumatrah Island.

From Mr. F. Macnaughten, Secretary to the Board of Trade, annexing a copy of a letter from the Bombay Government and requesting to be furnished with information on the kinds of Mulberry, best adapted to the rearing of Silk worms, and on the most successful mode of cultivating the same in this Presidency.

From Mr. W. Sturm, and Mr. Deyenne, on the same subject.

From Mr. F. Macnaughten, presenting an additional quantity of Italian Silk worms eggs from Bombay.

From Captain Sage, Secretary to the Dinapore Branch Society, acknowledging the receipt of some of the Kokhata melon seeds presented to this society by Captain A. Baines, and intimating that some English and French seeds (the former presented by Mr. Robison, the latter by Mons. Villemorin of Paris) had nearly all failed, after vego-

tating freely, owing to their having arrived too late in the season.

From Major Powuey announcing the arrival of the Arracan Orange plants offered by him to the Society in January last.

From Dr Casanova, sending a specimen of Virginia Tobacco, cured at the Akra farm in the way recommended in a former letter.

From Mr Stevenson of Lucknow, intimating the establishment of an Agricultural and Horticultural Society at that place, of which the King of Oude had become patron, and stating that His Majesty and the British Resident, Major Low, had assisted the institution by bestowing on it, a large garden, and donations of 15,000 rupees and Rs. 1000.

From Mr. Scott, dated Burdwan 12th ultimo, recommending the Society to publish a short Gardeners' Kaleidus, setting forth what ought to be done during the different months of the year, and with some general directions about soil, pruning, &c.

The and the subject referred to the Garden Com-

and give the matter every consideration

Mr W Stoun presented two bags of fresh Bourbon Cotton Seed.

From Mr Calder presenting 10 varieties of Paddy from Saugor Island, and communicating several particulars respecting them, also suggesting that a committee of native members of the Society be formed for the purpose of drawing up a report on the cultivation of Paddy in Bengal generally.

Mr. Kyd presented a specimen of Sea Island Cotton, grown in Saugor Island from imported American Seed.

The Cotton was carefully examined by the meeting and pronounced the best specimen of the growth of India that had as yet been submitted to the Society. It was valued by Mr Wilkeson from 1s to 1s 2d in the English market, nearly three times the value of Bengal Cotton.

The Secretary submitted a recommendation of the Agricultural Committee at its last meeting that the sum of Rs 1000 should be set apart out of the Akra Fund for the purpose of procuring further supplies of American Cotton and Tobacco Seeds, as well for the Farm itself, as for distribution.

On the explanation of the Secretary that hitherto all the Cotton and Tobacco Seed sown in Akra during these two years has been provided out of the general Funds of the Society. Resolved, that the recommendation be adopted, and the requisite sum set apart and remitted for the above purpose, through Messrs Wallis and Earle.

A Memorandum was read by Mr Pidlington suggesting to the Society the very great advantage of distributing, with any sort of seeds of plants furnished by the Society to *Natives*, short notices in the Chasa Bengally or dialect of the working classes, explaining its cultivation, preparation and advantages.

Mr. Pidlington also read a paper on the soils proper for the cultivation of Tobacco

A sample of Muscovado sugar was also presented by Mr Pidlington

Mr. Patrick having requested a loan of the Saw Gun for a short time, Resolved, that it be placed at his disposal for two months.

Colonel Hezeta, from the great demand there has been of late for Bengal ginger for the European and American markets, has been led to compare its value in London, with those of the West Indies, and he finds, according to the latest prices current, that while that of Jamaica is quoted at from 5 to 9/ 10s per cwt. and that of Barbadoes at from 48 to 60 shillings, the East India does not range beyond from 30 to 36 shillings. Yet from the fine grain automatic soil, and strong hot taste of the Rangoon ginger, together with cheapness of its cultivation he is led to believe, that if plants from Jamaica could be procured, we might improve its quality at least to a par with that of Barbadoes, and secure to this country another extensive article of exportation.

Mr Sloukespe r describes the Old Guide, for winding Silk (or Bege Khur) as a clumsy unsightly piece of iron, broad and heavy at the end, which stands over the basin, with a slight point at the opposite end, to stick into the Reelstand, so that it is seldom well secured in properly poised

The New Guide invented by him may be made of either iron or brass, but the cross wire of the clutch must be of brass to prevent rust. By this plan the guide and upright Clutch (Carrah khury) are united parallel to each other at a fixed distance of about 15 inches, and the inner end being firmly bolted through the Reelstand, in front of the spinner, the run of his thread through the guide and over the clutch to the wire loops of the traversing rod, must always be true. Glass guides, resembling spectacles with small polished eyelet holes, to diminish friction, are substituted for the holes through rusty iron, which give an additional gloss and softness to the silk, with fewer breaks, and enable the spinner, at the same time, to see the fluty pellicles as they rise and stick to the glass, not discumbler in the common opaque iron guides, which fret and fray the silk. The new clutch surmounted by a stout brasswire of a foot long and a little turned up at each end, receives the thread, squeezes out the water and throws off the fuzzy parts and pellicles, which may have escaped through the guides, i. e. the necessary number of twists having first been given by the hand between the guide and clutch; a simple mode, and far preferable to any cumbersome twisting machine, which only puzzles the spinner and obstructs his view.

The new "condition or drying room," is 40 by 30 feet, and is fitted up with glass doors, ventilators and shutters; and into it Mr Shakspear has placed two pairs of his Pottery Clay Stoves having hemispherical tops, in place of the common balustrade, by which means a moderate temperature, regulated by a thermometer and ventilator, is at all times kept up, and the room being glazed, the processes of weighing, posting and packing, are all carried on, with great serenity, in the worst weather, formerly impracticable, without the certainty of the balustrade packed in a damp state, an evil so much complained of at the Export Ware House and by the brokers in London, the injury increasing by the heat of the Ship's hold.

Mr. Bell in describing the way in which he had obtained Tappa powder from the roots of the Cassava, observed that the roots sown by him here were equal in size to any that he had seen in the West Indies. He had them washed and stripped off the rind, then ground into a pulp which was thrown into a clean cloth, and the juice well wrung out. The pulp thus partially deprived of its impurity, was exposed for a few hours to the influence of the sun, by which the remaining juice was successfully taken up. The mass was next mixed with

clean water (much in the manner of Arrow Root) strained, and the pulp thrown away. The fecula thus obtained was allowed to settle the clear water was carefully drawn off, and the sediment again and again washed until the subsidence became perfectly thin and white. It was then placed in the sun until quite dry, crushed, and passed through a muslin sieve. To use this powder, it is only necessary to mix a table spoonfull with cold water into a paste, then pour boiling water on it, stirring it all the time, and put it on the fire for three minutes when it will become a fine transparent Jelly. To produce the granulated or lumpy Tapioca of commerce, no art is required beyond the application of heat to the starch, or fecula, after the water has been drained off and constantly stirring it over a slow fire.

Mr. W. Stern states that there are four kinds of Mulberry used for feeding silk worms in the districts adjoining Calcutta and that the names given to them by the natives are Saw, Bhore, Dasee, and China. The two first produce black fruit but the last two do not. The leaf of the Saw is very large, but is not given to the worms until it has passed two grubs or stages, the leaf of the Bhore is small and jagged, the Dasee is small and plain while that of the China, is small but jagged at the stem. All are considered equally good for feeding worms. The mulberry tree is not planted for 5 years; after which it is allowed to grow for 5 years more, and is then rooted out.

Mr. DeVerinae thinks the common "Dasee," *Morus indica*, is the best adapted for cultivation on the Bengal plain which is pretty nearly the same all over Bengal. In some places however they strip the leaves off the stems instead of cutting both together. Since Hissin Sak worms were introduced from Bombay in November last, and introduced into the Society's Farm at Alm were reared and hatched in January and February last, upon their cocoons, became thin, and laid their eggs, which eggs have again hatched in the beginning of the present month, and will give a second crop. The worms were reared entirely on the common "Dasee" (*Morus indica*) which have been planted and cultivated in the Bengal method. Mr. DeVerinae intimates that could he procure some cuttings of the *Morus Alba* he would give them a fair trial at the Farm as standards according to the best method adopted on the Continent.

Mr. Stevenson observes that notwithstanding the liberality of His Majesty the King of Oude, and of the Resident at Lucknow (the former having made a donation of 15,000 and the latter of 1000 rupees) the monthly income of the Lucknow Agricultural and Horticultural Society is limited, owing to the small number of subscribers. Judging however from the interest which the proceedings of the Society have excited, he has little doubt but that many native gentlemen will join it, and that its means will eventually be more commensurate with the utility which such an institution is calculated to produce. The ground which His Majesty has presented to the Society was, about 60 years ago, the site of a favourite garden of the then ruler of Oude.

Mr. Calder, in referring to the musters of paddy submitted by him, remarks that their quality has been much approved of by the bazaar dealers, and that the prices at present obtainable for them, are from 10 to 12 annas per munda. The aggregate quantity collected, as sent, from a cultivation of about 5,000 bheas, notwithstanding the disastrous inundation of last year, exceeded 8 or 9,000 mounds, which exhibits a striking contrast in favour of the Sagar lands, to those of the opposite

districts of Balasore and Hojalee, and is chiefly to be attributed to the superior security afforded by the enlargement and increased number of the bonds on the Sagar estates, which has of late attracted settlers in great numbers, and of the most respectable descriptions from the Zumeendars of those districts.

Mr. Piddington in recommending the distribution of Bengally notices suggests that they should be so paged as to form a small pamphlet which the Society might give, and he thinks, probably sell, through native booksellers. The Society would thus become a sort of useful knowledge Society, with the advantage of furnishing at once the knowledge and the object on which it is to be exercised; eventually the Society might carry the plan beyond these objects. He presented as a specimen the first page of the first Chapter of "The Hindustani's Adviser" on "the preparation of Arrow Root" (written in the *Chara Bengalee*) and in order to show the practical utility of such a work he states that the article was written for a respectable native, who said "many of us, Sir, would be very glad to cultivate Arrow Root for our families and for sale, but we do not know how to prepare the fecula when the root is ready."

In his paper on the soil proper for the cultivation of Tobacco Mr. Piddington states, that there is, at the village of Singore on the Sonmully river in the Burdwan district (about 6 miles from Chundernagore) a small tract of land, not exceeding two hundred bheas the Tobacco raised upon which is considered as nearly equal to that of Sandway by the choicest manufacturers and paid for, when it can be obtained, nearly at the same price. He thinks it well worth while to obtain some of this soil for analysis, together with that of Sandway and the common Tobacco soil of Bengal, selecting as a favourable specimen of this last of Hinglee where the best Bengali Tobacco is produced. He states as a singular coincidence, that in these general specimens no saline matters are found in any quantity likely to influence the flavour of the Tobacco, but that there is a very remarkable difference in the state of oxidation in which the iron exists in the soils, it being in those of Sandway and Singore in the state of peroxide (or tetroxide) and in those of the common soils in that of protoxide or deutoxide (black or grey oxides). It is worth noting that the Tobacco soils of the Havana and the Philippine Islands (and Dr. Casanova in his recent communication to the Society corroborates that in both real soils, that is, soils which contain them from the state of peroxide. Mr. Piddington points out the very great importance of obtaining samples of the soils in which my product is grown, particularly the great staples of Cotton, Coffee, Tobacco, Sugar, &c. from those places where such are raised of super or quibus. He has reason to believe and he makes the remark particularly with reference to some statements on the subject of Cotton which appeared recently more in the public papers tending to throw much discouragement on the efforts of the Society and of individuals to introduce the culture of this article) that we have much yet to learn on this subject. He instances as a most striking fact that the soils of the Sea Islands of Georgia and the Carolinas are wholly calcareous while that of the district about Calcutta, from Sak Saugur to the Pottah Ganges never contains above two or three percent of Lime. Members who through themselves or friends can obtain for the cabinet of the Society specimens of any soils from any country on which these qualities of any article are grown will render it an essential service. He notes down a few which he has been endeavouring to obtain, but hitherto

without success viz Cotton soils that from Central and Southern India known by the name of the black Cotton soil and that from the Tanavel district of the Seychelles of Bourbon and of the Isle of France particularly from the Quarter on Poudre d'Or at the Mauritius the Cotton of which formerly bore a better price than the best Bourbon (the Brazils (Pernambuco and Bahia) of Guiana and South Carolina both Up land and Sea Island. Sugar soils as of the West Indies from the best estates of the Havannah, Brazil etc. of the Isle of France and Bourbon of the Philippines, particularly from the province

of Pampanga Coffee soils of Arabia, Java the Isle of France and Bourbon the Havannah St Domingo and Martique Tobacco of the Havannah of Virginia and Maryland of the North American etc. It is only necessary to take a few pounds of the soil from any part of a field where it does not become a nuisance and to enclose this in a paper or bottle in the box. If two specimens be taken one at the surface and one at a considerable depth from the soil the better (two or three in all) and not on the outside of every specimen, should be always sent.

## SUPREME COURT

SATURDAY APRIL 20

EXTRAORDINARY FRAUD

This day the Court was engaged with a very extraordinary case of fraud the particulars of which are briefly noticed below. Wind of a negro venturing us from piddling the case of fraud.

The prisoner was a Mrs. Sophia Hurst a First (the wife of an officer at Allahabad) and Mr. Edw. Rushworth who some time ago lost some money as late as and in the company of a young something more than a year ago. Mr. Rushworth (who appeared in his regimental uniform) called himself a Lieutenant and Mrs. Hurst was introduced by a Beecher Hathaway to the presence of Gulab Chund who carries on business as a jeweller, jeweller and petty banker in our neighbourhood with a partner who sits in on of the Upper Provinces. Mrs. Hurst and Mr. Rushworth both asked for a loan, which was stipulated by Gulab Chund he gave the former money and jewellery to the value of Rs. 500 in his security. Mr. Rushworth drew up an acknowledged receipt which was signed by Mrs. Hurst. In about a week they applied for Rs. 200 more but on account of some demer on the part of Gulab Chund was requested to call at Beecher Hathaway's to be satisfied of the security they could get. When he went next day Mrs. Hurst said that she was the daughter of General Gillespie and that her husband who was an officer, was at Allahabad. While speaking of security for advances Mrs. Hurst said she would be satisfied to give him the written statement and on his assenting she went into a room and brought two papers which she said were of pecuniary nature in her favour from Sir Charles Metcalfe. He having given them to her while she was in the house of Sir William Rumbold on a call of his having a medical call. She informed Gulab Chund the strictest secrecy about the matter as in explanation would give the character and the reputation of Sir Charles. One note she said was for Rs. 12000, and the others as a sum of allowance to the extent of Rs. 500 a month for the term of her life. Mr. Rushworth then drew up a receipt which was signed by Mrs. Hurst and delivered to Gulab Chund, together with the notes above mentioned and on the following day they went to fetch up and received two hundred rupees. About twenty five days after they again went to him (living in the interim date they received several sums which they made the debt amount to Rs. 2500 and said for the check which was given to her on Mr. Rushworth being left with him in the house as personal security till Mrs. Hurst returned. She came back in two hours, saying that she had got

the money from the Governor and then produced a check for Rs. 25000 payable in three months the first instalment she said had been returned to Sir Charles. The account check was given on that occasion with Gulab Chund and he advanced further sum of Rs. 500. A month after she and Mr. Rushworth went to him and she said she would get the check cashed for which she came with them to Chund and Gulab Chund was sent in her palanquin to Government House. Gulab Chund said Mr. Rushworth remained in the neighbourhood till the former was directed by the latter to go and ascertain where Mrs. Hurst had gone and then went to Government House and was told by several people there that she was then upstairs. He returned to Mr. Rushworth and after an absence of three hours Mrs. Hurst came to him saying, she had lost the money and a little after took two papers from her box one of which was a check for Rs. 60000 and the other for Rs. 200000 both of which with others had been reported to be signed by Sir Charles Metcalfe. Some time of doubt as to the nature of the business was expressed by Gulab Chund but Mr. Rushworth appeared vexed and said beyond what but Gulab Chund implied refusal. It was very funny. They then went to his house and he there received the papers and he continued to add several small sums of money. Five or six days after they came with him Mrs. Hurst came to Gulab Chund for the Rs. 25000 paper, and took it away with her to get it cashed, but never brought the money. After this she often returned the papers taking away the 6 lakh paper and leaving that for two lakhs and forty thousand or depositing the latter on receiving the former on several of which occasions Mr. Rushworth remained in security. On one occasion she took away one of the papers, saying she was going with it to her maternal uncle, a very wealthy and influential native, named Haddi Kumbhoj. About a month ago Gulab Chund saw Mrs. Hurst at Beecher Hathaway's and pressed for the payment of his money, on which she told him that she was then in the keeping of a Mr. Deane, an expected child, and he might be made to pay the money. Another day he went to Mr. Deane's where he saw Mrs. Hurst and in the presence of Mr. Deane threatened to take her to the Police if she did not pay him, as she had committed forgery. Mr. Deane said the six lakh paper was notorious but saw a paper promising to pay Mrs. Hurst Rs. 5000. Gulab Chund was not however satisfied with this and in three or four days a paper drafted out by a native in a lawyer's name which he took to Mr. Deane, who signed it, and Mr. Deane put his name as witness to it. One day subsequent to this, Mr. Rushworth,



Mr. Colebrooke and Mrs. Fast came to Goloub Chund to look at the papers, and when that for six lakhs was shown to Mr. Colebrooke he said the signature did not look like that of Sir Charles Metcalfe, Mr. Rushworth then took the check, and Mrs. Fast asked to look at Mr. Deane's note, which was then given to her, and Mr. Rushworth returned the check wrapped up to Goloub Chund. Mr. Colebrooke took him aside and told him to examine the check, which he immediately did, and found that a piece in the centre had been torn out. He accused Mr. Rushworth of tearing the paper, but he denied it, although he was the person that afterwards produced the piece taken out, at the Police. When they went away, Goloub Chund observed that Mr. Rushworth was going along talking very merrily, and immediately thought of looking at Mr. Deane's note, the writing of which he found in several parts rubbed out, and the paper at those places quite wet. This transaction removed from the mind of Goloub Chund every doubt of the fraud, and he determined on going to the Police, but before he went there he got Mr. Deane and Mr. Colebrooke to put in anew their signatures and fill up the other erasures in Mr. Deane's note. It is necessary to observe, that three months previous to this, Mr. Rushworth deposited his commissions, as Ensign and Lieutenant, with Goloub Chund, as security for Mrs. Fast, and he promised to pay the debt when he got employment, but as early as four months after first seeing him, Goloub Chund had found out that Mr. Rushworth was not in the army.

Some other facts appeared in the cross examinations of which the following are the most important. At an early stage of the transaction Mrs. Fast promised to give Goloub Chund Rs. 25,000 on the recovery of her money as a reward for keeping her secret, and to induce him to advance loans to her and law expenses, if necessary, in the recovery of the money from Sir Charles Metcalfe. Some time after this she came one day to take away the six lakh paper, but Goloub Chund not wishing to part with it, he pretended he had mortgaged it for Rs. 30,000, and offered to get it if a paper were drawn in his favor for Rs. 30,000, which Mr. Rushworth then drew up, and Mrs. Fast signed. One document—acceptance for the six lakh paper—was on one of these occasions drawn up by Mr. Burgess signed by Mrs. Fast, and attested by Mr. Rushworth, but the latter afterwards told Goloub Chund that he had been tricked, as he had signed the paper and Mr. Burgess had attested it. All the time that the different documents remained in Goloub Chund's hands, till three or four months after his receiving the six lakh check he never made any enquiry, about their contents partly because he did not altogether doubt their validity and partly because he had promised secrecy and his knowledge of them, therefore, as he could not read English, came from Mrs. Fast and Mr. Rushworth. Mrs. Fast said she had been told by Sir Charles Metcalfe, which explained in some measure to Goloub Chund how she came to hold such checks, and Mr. Rushworth always removed his scruples by his assurances. Mr. R. also told him frequently to go to the Police if he suspected the papers to be forged. Goloub Chund had also an inducement to advance money, in the interest he was promised, which came to about 30 per cent per annum, but the note for the same debt given afterwards by Mr. Deane, only promised interest at the rate of 12 per cent, which, with the capital was payable in one month. The money was sometimes given to Mrs. Fast and sometimes to Mr. Rushworth, as they appeared to act jointly and she called him her husband, and he called her his wife. Part of the debt it was

been observed was for the value of jewellery, which was at a subsequent period again delivered to Goloub Chund in pawn, for a sum of money. When he began to have strong suspicions of the validity of the six lakhs check, he shewed it to several individuals, and endeavored to get an interview with Sir Charles Metcalfe by applying to Major Sutherland. Mrs. Fast having heard of this, came to him and said, if he did get an interview she would cut her throat, as Sir Charles would not then give her anything. At another time (i. e. three months after it came into his possession and previous to his going to Major Sutherland) he shewed the six lakh check to some native, and to a Mr. Nott, with whom he left it, with instructions to ascertain whether it was good or not, and he kept it for three days when he returned it saying it was a forgery. Goloub Chund also went with one of the papers to the house of Hadji Kurbulye, but did not get an audience.

Goloub Chund was kept six hours and a quarter in the witness box under examination by Mr. Prinsep for the prosecution, Mr. Clarke was retained for Mr. Rushworth and Mr. Cochrane for Mrs. Fast. The case was then adjourned until Monday 22d.

The six lakh paper produced for the prosecution was stated by the Advocate General to be worded as follows.

"Calcutta 11th June, 1832."

EXCHANGE for \_\_\_\_\_

After—of this—of Exchange—and of the same sum and date being unpaid, pay to Mrs. Fast to order the sum of Rs. 600,000—three months, 15 days, for value received—sight.

C. T. METCALFE.\*

MONDAY, APRIL 22.

Mrs. Sophia Horatio Fast and Mr. Edward Rushworth were to-day acquitted. Mr. Cochrane, in his address in defence of Mrs. Fast, pointed out to the Jury that the whole of the testimony advanced by the prosecutor, Goloub Chund, supported a story which from beginning to end was highly improbable, and his evidence for other reasons, in addition to this, was not entitled to any credit. The third point on which Mr. Cochrane dwelt was that even from Goloub Chund's own showing he must have been cognisant of the fraud, and therefore the transaction could not have had the effect of defrauding him, but others whose names had been mentioned in the course of the proceedings; and even had it been made out that there was an intention of gaining money from those individuals fraudulently, the Jury would have to return a verdict of acquittal, because the indictment had not been made out, as the promoters were charged only with an intent to defraud Goloub Chund, and not any other person—Mr. Rushworth merely drew attention to one or two parts of the prosecutor's evidence which related to his conduct in the matter, and then declaring his innocence, left his case to the impartial consideration of the Jury. The Jury retired for about three quarters of an hour, and then brought in a verdict of *Not Guilty*; on which the prisoners were discharged.

Mr. Rushworth to day was without the aid of Counsel.

THURSDAY, APRIL 25, 1833.

**SULLIVAN BECHER, versus ANDREW WIGHT.***Counsel for the Prosecution.***JOHN PEARSON, Esq. Advocate General.****J. R. PRINSEP, Esq.***Counsel for the Defence.***THOMAS TURTON, Esq.****LONGUEVILLE CLARKE, Esq.***Before Sir John Franks and a Petit Jury.*

*Mr. Andrew Wight, the solicitor, stood charged with an assault on Mr. Sullivan James Becher, on the 21st of March last, Mr. Wight pleaded "NOT GUILTY."*

The Advocate General addressed the Jury.

Mr. Advocate General stated the case for the prosecution. From the indictment the jury had just heard they would be able to form some notion of the charge now before them, and would perhaps feel somewhat surprised that it should excite so much more interest than usually accompanied trials for similar offences. But whatever might be the cause of this excitement, he was sure the jury would direct their minds to it and direct their attention to ascertaining both the plain facts of the case. Much of the interest attached to it was derived from the individuals concerned, and he thought that great as the excitement seemed to be, it would be very generally disappointed. The parties in the case were an attorney of the court, who had not on that account a privilege to break the peace and violate the law, and the other was a gentleman in the civil service of the United Company. Having thus introduced the parties to the notice of the jury he would proceed briefly to lay before them the facts of the case. It happened on the 21st of March last that Mr. Sullivan Becher was returning home from Garden Reach, where he had been dining, and on his return to Calcutta for some reason, no matter what, he took his course to Tattulah, and after a short time, missing his way, he at length found himself in Wellesley-street, where observing a house lighted up, he thought fit to stop and direct his eyes to enquire whose residence it was. But instead of receiving an answer to the question one would be led to expect, the doors of the premises were thrown open and a number of persons rushed out and took possession of the carriage and the person of Mr. Becher. The defendant was observed giving directions to the chokedyars to seize the buggy of Mr. Becher, and Mr. Wight came up and enquired his name. Mr. Becher observing that he was surrounded by chokedyars, thought that he was actually taken into custody, and on this account refused to give his name, on which Mr. Wight exclaimed he knew who he was and mentioned the name of a gentleman which he would not repeat in the court, at the same time hiding one of the buggy lamps in Mr. Becher's face. After Mr. Wight had mentioned the gentleman's name, he directed the eyes to unlodge the horse and finding himself mistaken he took one of the lamps and held it in the face of Mr. Becher and found that it was a gentleman whom he did not know. He replaced the buggy lamp, and retired a little way from the vehicle. It would have been fortunate if this affair had ended here, but Mr. Wight again advanced towards Mr. Becher and taking hold of the buggy whip struck that gentleman more than once. Mr. Becher remonstrated with Mr. Wight at this unprovoked assault, and informed him that he should bring the matter before

his country. This was a summary of the facts of the case, the jury would hear them in detail from Mr. Becher himself; they would also have an opportunity of comparing the age, strength, and appearance of the parties, and would be able to form a proper estimate of the nature of the assault especially when they understood in what manner Mr. Becher and the defendant were surrounded by chokedyars. It would ill become him (the Advocate-General) in this court and before one of the judges, to advert to any other species of redress than that which the law afforded, but without incurring a charge of disrespect he might say that this was a case of assault of a nature peculiarly adapted for the decision of a jury. It was not a mere assault offered in anger or during a period of temporary passion or moment of excitement, but every thing was prepared, the persons were arrayed and a number of burkundahs were ready to act under the orders of the defendant. As seemed acting in concert and under the direction of one common master. In fact the jury would find a number of persons acting against one, therefore he would say that the subject was peculiarly proper for investigation before the court. He could not anticipate the nature of the defence intended by his learned friend; in cases of this description it was not uncommon for counsel to treat the subject with wit and ridicule, but he would venture to say that this would not be resorted to on this occasion,—he believed his learned friend had too much good sense to treat an attack of this nature as a matter fit for ridicule and jest. He did not know whether his learned friend would trust to his own ingenuity—whether he would call witnesses or what he would do it would be hard to tell, but this he (the Advocate-General) could assure the jury—that their task would be easy and light, and that they would have neither doubt or difficulty in coming to a decision that the assault had been committed. If any thing was to be said in aggravation or extenuation of the defendant, it ought to be resorted to at a future state of the proceedings, and would be addressed not to the jury but to the judge, by whom any thing that might be urged on one side or the other would be sure to meet with the attention it might merit.

*Mr. Sullivan James Becher sworn. I am in the Civil Service, and have been six months in this country. On the evening of the 21st of March, I passed through Wellesley Street at about twelve o'clock at night, but I thought that I was in Durrumballah. I stopped at a gate where I saw a light, and desired my eyes to ask whose house it was. I had no previous knowledge of the house. The eyes made the enquiry, when a person came out, and then returned, and then rushed out with a number of people, among whom were some chokedyars. They were ordered by Mr. Wight to seize my horse's head, which they did, and Mr. Wight immediately came up to the side of my buggy and asked me my name. I refused to give it him, and asked what he meant by seizing my buggy, as I had given him no cause of offence. He said he knew who I was, and, mentioning a gentleman's name, again asked me for mine. He then took the light out of the buggy, and said he would find out who I was. He put the light to my face, and, after looking at me, and he did not know me, I replied that I knew who he was, and asked why he had seized my horse's head? He told the people to let go the horse but immediately countermanded his order, and seizing my whip, out of the buggy, and at arm's length struck me once or twice with it. I immediately jumped out of the buggy, when Mr. Wight retreated towards the house, and I was surrounded with chokedyars then I got into my buggy again, and drove off,*

*Cross examined by Mr. Turton.* I won't swear that there were chokedydars there, but I am almost certain that some of the people were chokedydars. There were three or four persons besides myself, Mr. Wight, and my syce. Two of them were chokedydars. I knew them by their dark colored turbans. I was in perfect possession of my faculties that night. I reside at the College, and was proceeding homewards from Garden Reach. My intention was to go home, but when I saw the house lighted up I stopped there. I go to houses where I see lights on the roof; and some times at twelve o'clock at night, on my way homewards I did not consult any one on the occurrence that night or the next morning. On the following day I consulted my father, who took me to the Police. I consulted no person till I consulted my father. I did tell Mr. Wight that it was a cowardly assault, and that I would have recourse to the Police. On the 26th when I saw an infamous article in the paper I consulted Mr. Graham, but not on the subject of the assault itself. I did not consider it as a gentlemanly insult. A gentlemanly insult should be resented in a gentlemanly manner. The injury was not considerable. I was struck on my cap and on my shoulder. I did not move over to the other side of the buggy when Mr. Wight put the light in my face. I was within reach of the whip when it was taken. I did not swear at the Police that I was not. I did write that letter to the *John Bull*. The horse's head was towards the Church-yard when I first saw the house. That is not the way to the buildings, but I thought I was in the Durumtollah. I was not then in search of a house in the neighbourhood where I had been a few nights before. I had been in search of it that night, but was not so when I fell in with the lighted house. I did state at the Police that Mr. Wight was evidently expecting an attack on his house. I was not aware whose house it was, and went without invitation from any one. Mr. Wight said that he believed that I was Mr. Ryan, and suppose he was there to defend his house against any one. My horse was not trotting on when his head was seized. I did not drive away then. I pulled up a little beyond the house. This did not take place twenty or thirty yards from the door, but at a very little distance. The people who stopped the buggy came out of the house; and did not come from an opposite direction. After I had driven away, I returned and repassed the door. The syce did not knock violently at the door. I have heard of the Colloiden case, but I did not know to what house it had reference. I did not know of any other attacks having been made on that house I might have said to some of my friends that I might have been flushed with wine, but that I was not. I came straight from Garden Reach to Calcutta without deviation.

*In reply to the Court.* I have been residing in Writer's Buildings since January last. My syce had not then been long in my service, and had never attended me to Garden Reach before.

*Re examined by Mr. Turton.* I did not swear before Mr. Blaquiere that I was born in 1811, but I said that I thought so.

*Re examined by Mr. Prinsep.* I had been dining at Mr. McNaughten's, and was not flushed with wine. I am quite certain that I was never in that house before. The letter I have spoken of was written in reply to an infamous article that appeared in the paper. My father is a Colonel in the military service, and was the first person that I consulted in this matter.

*Re examined by Mr. Turton.* This is the article that I have called an infamous label. [The witness was here requested to read over the article, which he did, and declared the whole to be a label from beginning to end. I had a stick in my hand, when Mr. Wight struck me.] The stick was close to Mr. Wight's head but I did not strike him.

*Nisander sworn.* I am a syce in the service of Mr. Becker, and was with him on the night of the assault. We came to an upper roomed house, when my master desired me to enquire whose house it was. I shook the door and called out to the darwan, when darwan, and a gentleman came out. My master then proceeded about one hundred and sixty cubits onwards, but first gentleman and two syces followed the buggy, and the syce took hold of the horse by the head. There was a four wheeled carriage in the street near the door. The gentleman came up and took hold of the buggy hood and he and my master had some conversation which I did not understand, after which he took the buggy lamp and hooked at master's face, and beat my master with the whip.

*Cross examined by Mr. Clarke.* When my master moved onwards with his buggy he went to the opposite side of the road, opposite to which the buggy was stopped. My master drove to a short distance, as soon as the gentleman came out of the gate. He was driving pretty fast and the gentleman followed, calling out *guckers—guckers!* on which the two syces from the carriage seized hold of his horse.

*Mr. Blaquiere* was examined, but said nothing material. On his cross examination he stated that Mr. Becker had said before him that he was of age. He did not state his conviction positively but stated his age to the best of his belief. Mr. Blaquiere also said that Mr. Becker had mentioned the date of his birth, but he could not remember what that date was.

*Hissan Uddee Thannadar sworn.* On the 21st or 22d of March last Mr. Wight took me from my thanna to his house. I took three chokedydars with me. Mr. Wight having told me that he expected that some Europeans would come and make a disturbance.

*Cross examined by Mr. Turton.* Mr. Wight did not say, that any one had been there making a disturbance, but that he expected that some would go. I went there with the chokedydars, and left with them, after Mr. Wight and the lady had left the house.

*Mr. Turton* addressed the Jury for the defence. The Advocate General had rightly stated that this was a case in which he (Mr. Turton) should be unwilling to employ wit and ridicule. He had never risen to address a Jury with more painful feelings, and had never had a more painful task to discharge than that which devolved on him this day; for he had been driven to the necessity of examining, in a manner he was always unwilling to use towards any one, a young man who probably now appeared for the first time in his life in a court of justice. But when he saw a young man of Mr. Becker's age put into the witness box he always expected to find the usual characteristics of youth, truth, sincerity, ingenuousness, an abhorrence of concealment, and an embarrassment proceeding only from modesty; if he had perceived the existence of any such feelings in the present instance, he would have been the first to respect,

and thence to violate them. The Jury would remember that the first question he put to Mr. Becker was as to the chowkryars, for believing he might be mistaken, and knowing he had spoken what was utterly false, he thought it due to him to ascertain whether it was a deliberate falsehood or an unintentional error. If he had found the latter to be the case, he should not have pursued the line of examination he had done, and perhaps should also have failed in eliciting the truth. His learned friend had expressed his surprise that a case of this kind should have excited so much curiosity in the public mind, but in this surprise he (Mr. Taiton), did not at all join. That the alleged assault was most trifling there could be no doubt, but what was the cause of the excitement on the subject; it was to know whether the system of nightly disturbance which had prevailed, to the disgrace of the Calcutta police and the annoyance of every peaceable inhabitant, was to be pursued with impunity. The jury knew what efforts were made, when the Clulodan case was brought forward, to hush up the matter, but when one of the aggressors in these scenes of nightly disturbance received any portion of his deserts the sting aim of the law was to protect him, and if the law can torture and twist and distort the transaction into what might be called a "constructive assault" that it would be sufficient to stigmatize others from pursuing the remedies afforded by their own courage and spirit. He did not address the Jury very temperately in this case for he left strongly upon it. It had been brought up in a free country where there was no distinction between one grade of society and another; and where no one had the power of driving about the streets and if he happened to see a house lighted up of knocking at the door and disturbing and insulting the inmates, taking his chance whether it turned out to be reputable or not. Reputable, on what grounds? Mr. Becker seemed to think the proof of a house being disreputable was the circumstance of his being admitted into it. He goes wandering about at past twelve o'clock at night, looking first after one house and then after another; and then, not being able to find the house he professes to be in quest of, he disturbs and annoys the peaceful inhabitants of the first residence he happens to see lighted up, with the intention doubtless of forcing his way in, if he were not so unfortunate as to meet with a person like the defendant in the present case. Was this to be borne? Was it to be said that because a man happened to have an establishment in that part of the town, the sanctity of his house was to be violated, whether reputable or not, and when he demanded redress for the outrage he was to be told—"Oh, you don't keep a reputable house!" He should like to know, what would have been the feelings of Mr. Becker had his house been attacked in that way. The Jury had been told that Mr. Becker's father was a military man, and what would have been his feelings if he had had the door of his house attacked at this hour of the night, for any such purpose as the assailant must have had in view? Mr. Becker must have said to himself—"I will call, and if the owner is in such a situation in society that I can venture to insult him with impunity, I will get in, but if it belongs to a man who would have the spirit to resent the insult I will drive off again."

He would show that Mr. Becker's evidence was of such a nature that the Jury could not find a verdict upon it. What would any of the gentlemen of the Jury have said had they been disturbed at twelve o'clock at night by the first young puppy who thought fit to drive through the streets and knock at the door of every house he found lighted up? He gave Mr. Wight the greatest credit for not having suffered his passions to be excited, and

for not having used those superior powers which the Advocate General had talked so much about, of age, strength, and size; Mr. Wight had done nothing beyond offering that species of insult which most gentlemen would have resented in a different way from which Mr. Becker had adopted. Had Mr. Wight been a man who allowed his passion and temper to get the better of him, could he not have seized Mr. Becker, civilian or no civilian, rich or poor, high or low, by the cape of his coat and bundled him out of his buggy into the middle of the road? If he had done so, although he might have subjected himself to a prosecution like the present, he would have done that which he (Mr. Taiton) should have considered as a public service. He was told that this system of nightly outrages could not be put down; and certainly as long as the aggressors could buy and bribe the parties who were attacked, as they had done in the Clulodan case, and then come forward to prosecute every man who had the spirit to properly resent their conduct, so long it would not be put an end to, and so long must the Jury make up their minds to have the privacy of their homes invaded, or to have their fires and candles put out by the toll of the curfew bell. If they were unwilling to submit to such a degradation they must by their verdict to day put a stop to this system which was a disgrace to the Police of Calcutta, and not very creditable even to the very young heads of those who were its supporters.

He would now enquire into the real nature of this case, and when he alluded to what his learned friend had said of the extreme propriety of submitting the case to the decision of the Court and Jury, he begged to remark that no one could be more happy than he was in finding that Mr. Becker had considered this injury as one that could best be redressed in the Supreme Court, and he only hoped that the next time Mr. Becker complained of a breach of the peace it would not be in consequence of a riot in which he himself had been the principal actor. That legal redress was the proper remedy for such an insult—the first impression on the mind both of Mr. Becker and his father—was doubtless the proper one. His learned friend had thought it necessary to apologize for Mr. Becker's going to the police: if he had not done so, he (Mr. Taiton) should not have ventured to think that there could be any other course open to a young man under such circumstances; but as the Advocate General had favored the Jury with his opinion upon this point he would probably tell them also that when a young man had recourse to the laws of his country, it might be as well that he should speak with at least as much regard to the naked unadorned truth as the law and ignorant Bengalis who acted as his eyes. Mr. Becker had told the Jury that he drove up to the door of the house and he had repeated over and over again that they were chowkryars who came out, that he found himself surrounded by chowkryars, that all the people came out of the house, that they were in livery, for he had even spoken to turbans and colours—and he had sworn that he did not move one iota from the door. There Mr. Becker remained, swearing that he was exactly opposite the door but not exactly opposite the centre of the door, and speaking to the most minute particulars. Then he would ask the Jury whether this young man, contradicted as he had been upon every substantial point, was a person upon whose testimony they would find his client guilty of this atrocious assault upon Mr. Becker's bonnet and shoulders. He remembered the well known exclamation of Dr. Ollapod in the play and he thought Mr. Becker had followed a very christian-like example in following the example of Dr. Ollapod in the "Poor Gentleman," although to be sure the Doctor had no father to consult with. "Oh," says the father to the son

"we will go to the police and there my boy you shall see you had a horsewhipping and we will wash every stain away, and your character by such a course will be established for ever—a Christian!" He (Mr. Turton) had never been in the army, not even in a Militia Corps, but he had understood that in the army there was a species of fanciful horsewhipping, which consisted in shaking a whip over a man's head and telling him to consider himself well horse-whipped. Some such thing seems to have been the case in the present instance; but Mr. Becher had absolutely determined to make this more than such a fanciful assault and to convert it into a good sound police horsewhipping. He had resolved to convert what might be an assault in a court of honor into an assault fit for the cognizance of a court of justice; and so he went to the Police to wash out the disgrace which he fancied attached of himself. Let the jury look at the fairness of the case. Mr. Becher sends his syc to knock at the door of the first house which he finds lighted up; saying to himself, "if there is nobody here that I need fear I will go in," but lo and behold, no sooner does the syc knock than the door is opened and in the gateway is seen a great attorney ready to repay with interest any insult that might be offered. Away goes Mr. Becher with his syc at the sight of this unexpected apparition, or he should rather, *my syc Jess*, for in his hurry the young gentleman left his syc behind him. Mr. Wight ran after him; and what does he ask? He only says "whose buggy is that?" the only difference between Mr. Becher and Mr. Wight is, that the latter said "what is the name of the master of this buggy?" Instead of "what is the name of the master of this house?" Mr. Wight only followed the example set him by Mr. Becher. Mr. Wight remembered the Cullinan case, and having had frequent complaints of a similar nature, he thought it necessary to ascertain who was the gentleman who did him the honor of paying him this unexpected visit at midnight. Was this an ungentlemanly insult? no, for Mr. Becher had asked a similar question. At last he said "I believe you are Mr. Ryan." This shewed at once that Mr. Wight could have had no feeling beyond a desire to protect his own house, for of course he would not have been anxious to do any thing unnecessarily offensive to the son of one of the Judges. He was quite sure that if there had been any real cause of aggravation, not only would none of the Judges have wished any dishonour of persons to be made, but he was certain that there were few men so mean and contemptible as to have been held back from pursuing a proper course in consequence of the aggressor having been connected with persons of high rank; but at the same time it could scarcely be supposed that a gentleman practising in the Supreme Court would wantonly and without provocation have assaulted the son of one of the Judges. Here was this young man setting off in his buggy in this manner for the purpose of avoiding giving his name, and it was perhaps some credit to him that he had a sufficient sense of shame to render him unwilling to make himself known. Then Mr. Wight says, "I will see who you are" and he takes a lump and looks in Mr. Becher's face. At that time Mr. Becher held a stick in his hand. Now certainly the most advantageous position for repelling an assault is when a man is getting into a buggy with a lump in one hand and holding on by the buggy with the other; and all this time this peaceable young man had a stick in his hand which he himself says he was holding up. Did the Jury believe he was holding the stick in this position without an attempt to strike? but they could only have Mr. Becher's evidence upon that point. Mr. Wight, after giving him one other opportunity, did that which Mr. Becher had represented as an assault, but which he (Mr.

Turton) did not believe to have been an assault. He admitted that Mr. Becher had broadly sworn to the assault, but he denied that Mr. Becher's evidence was such as that any Jury could found a verdict upon it. Was this an offence which a Court of Justice would require to be proved distinctly and clearly and beyond suspicion? He said that it was so, and yet here was Mr. Becher inconsistent with himself and directly and flatly and absolutely contradicted by his own witnesses. Then he asked if the Jury disbelieved Mr. Becher upon one point could they believe him upon another? was there any evidence of any marks of violence on his person? was there any thing to bear out Mr. Becher's assertions? and in the absence of all corroboration would the Jury believe Mr. Becher's statement contradicted as it was in all material points? He had sworn most distinctly that he did not move two yards from the door, and he had sworn that there was no palanquin carriage whatever near the place. But his own Syc had contradicted him in both respects. Then where was that surrounding by chowkey-dars that was spoken of? He (Mr. Turton) well remembered that in a certain large Major Sturgeon, with three Officers at their head of his Corps, were stopped, beaten and robbed by a single footpad; and so in this case must Mr. Becher have been surrounded by one man. Young as Mr. Becher was, whether or not he wanted two months of the age of twenty-one and probably many years before arriving at the age of discretion he had had the hardihood to swear that he saw all the people come out of the house, that he was surrounded by chowkey-dars and saw the colour of their turbans. From the evidence the Jury had heard they would be able to judge in this instance of the distinctness of this young man, and of the mode in which he distorted circumstances which it required a great stretch of charity to believe he could possibly be mistaken in.

The learned counsel proceeded to comment at great length on various points in Mr. Becher's evidence, contending that it was so unworthy of credit that the Jury could not possibly found a verdict upon it; and arguing that Mr. Wight had behaved with far more moderation than most men would have done under similar circumstances. He concluded by leaving the case in the hands of the Jury and by saying that if this young man had shewn only that embarrassment which might naturally have been expected, and had owned a desire neither to extenuate any thing nor ought set down in malice he should only have asked a few plain questions; but when he found Mr. Becher stating as facts what he knew to be false and abstaining from stating other circumstances which might have been useful to the defendant, no consideration on earth would induce him to keep back either examination or observation. It was painful for him to have been driven to the course he had been compelled to adopt, but he did not think he had in the slightest degree exceeded his duty as an advocate.

The jury after an absence of about two hours and a half returned with the following verdict.

"The jury consider Mr. Wight guilty of an assault on the person of Mr. Becher to the extent of having slightly struck Mr. Becher with a whip but under circumstances which induce the Jury to attribute no moral blame to Mr. Wight whom they beg to recommend in the strongest manner to the gracious consideration of the Court. Verdict GUILTY. Sentence; FINE ONE HUNDRED PEE. This was paid and the defendant was discharged."

## CHAMBERS.

Captain Henry Duggan Courtayne was brought up before Sir John Franks by a writ of *Habeas Corpus* on the 13th May, in order that cause might be shewn why he was detained in custody against his will. The following, as far as we have been able to learn are the particulars of the case.

On the 18th of March last, Messrs. Mackenzie and Lyall, of the Exchange, sued Captain Courtayne in the Court of Requests for a debt alleged to be due to them. The case came on a second time for hearing before Messrs. McLeod and Alexander on the 25th of the same month, when Captain Courtayne found that Dwarkanauth Tagore, who had been subpoenaed and who he considered a material witness for the defence, had not attended, and requested that an attachment might be issued against him, and the case postponed. The Commissioners refused to comply with his request, as well as to examine another witness who was then attending on his behalf, and decreed the case against him, notwithstanding that he protested on the above grounds against the decision. In consequence of this decision, which he considered unjust, Captain Courtayne applied to Sir John Franks, in Chambers, for a writ of *Certiorari* to control the proceedings of the Court of Requests, and to transfer them for appeal to the Supreme Court. Sir John Franks granted the application, and a writ of *Certiorari*, returnable on the 15th of June, or the first day of the next term, was accordingly issued on the 3d of April last, and served on the Commissioners by Mr. Nicholson in person on the following day. Mr. Nicholson naturally enough supposed that this writ (which commanded the transfer of the case to the Supreme Court, and directed all the proceedings to be sent there by the first day of term) would have stopped all further proceedings on the part of the Petty Court, but sometime afterwards he learned, to his great astonishment that the Commissioners had issued an order for Captain Courtayne's arrest; he thereupon sent them a notice, dated and served on the 27th of April last, informing them that if they attempted to arrest his client, after having received the writ of *Certiorari*, they would be guilty of a contempt of Court, and intimating his intention, in that case, of applying for a writ of attachment against them. In defiance however, of the writ as well as of the notice

Captain Courtayne was arrested on Friday the 10th May by McMahon the Petty Court bailiff, and incarcerated in the Petty Court Jail. On the same day a writ of *Habeas Corpus* was applied for and obtained, commanding the aforesaid McMahon to produce the body of Captain Courtayne before the Honourable Sir John Franks, in Chambers, on the 13th May at noon, which writ was served on McMahon on Saturday the 11th May. When the parties were assembled Mr. Paulin, the Company's Attorney, informed Sir John Franks that he had known nothing about the writ of *Habeas Corpus* till half an hour since, and requested half an hour's time to prepare the return, which request, after a little discussion, was granted. On their return into the room it appeared that the writ of *Habeas Corpus* had been issued against the wrong person, as Captain Courtayne had been in the custody of the Petty Court Jailor, and not in that of the bailiff; he had however been produced by Mr. McLeod the Commissioner. The return produced by Mr. Paulin set forth that the body of Captain Courtayne was not then, and that it had not been at the time of the serving of the writ, in the custody of McMahon.

Mr. Tutton then applied for the immediate release of the prisoner, on the ground that the cause of his having been taken into custody was not set forth in the return.

Sir John Franks said that the return was evidently deficient on the ground advanced by Mr. Tutton the cause of arrest ought certainly to have been inserted, for otherwise how could he know whether that cause was a legal or an illegal one.

Mr. Paulin requested leave to amend the return.

Mr. Tutton said that he had never heard of such a thing as amending a return, but perhaps Sir John Franks would order his client and his custodian to change places.

Sir John Franks said that he should certainly order no such thing, though he should order him (Captain Courtayne) to be discharged on the ground of the deficiency of the return.

Mr. Paulin then suggested that Captain Courtayne ought to be made to give security, but Sir John Franks refused to give any such order, observing that that was a question with which he had not, in that place, any thing to do.

## INSOLVENT COURT. \*

SATURDAY, APRIL 27, 1837.

Before Sir Edward Ryan.

IN THE MATTER OF JAMES YOUNG AND OTHERS.

Mr. Dobbs made a motion on behalf of a certain Roman Catholic Bishop whose name we could not make out, praying that the assignees of the late firm of Alexander and Co. be directed to deliver over certain Company's papers to Messrs. Cockrell and Co. Mr. Dobbs stated that the Bishop had, shortly before the failure, deposited Company's paper in the house to the amount of rupees 48600, and that the house, of which he was a constituent was indebted to him to the amount of nearly rupees 8000 at the time of the failure. Since the failure he (the Bishop) had sent a power of attorney to his agents, Messrs. Cockrell and Co., authorizing them to receive the Company's papers above alluded to, but the assignees had declined deliver-

ing them up, unless they were paid the commission of a half per cent. usual on the delivery of Company's papers. Mr. Dobbs then read an extract from the directory shewing that one half per cent. was the regular established charge of the Agency houses on the delivery of Company's paper held by them but contended that the assignees, not being agents were not entitled to the Commission, though the house itself would have been, had it been demanded previous to the failure.

Mr. Harry said that the assignees did not object to deliver the papers, but he thought that they were entitled to the Commission, which was customary on the delivery of such papers.

The Commissioner said that he thought they had no right to charge commission; and that they ought to deliver them up. In no case were they entitled to charge commission on the delivery of Company's papers. They were not a house of

agency. If the house was going regularly on it would without doubt be entitled to charge, but the moment that it stopped payment that right ceased, and the sooner they gave up the papers the better.

In reply to an application for costs, the Commissioner said that in such a case he had no authority to order them—each party must pay his own costs.

#### MR. ALEXANDER'S SALARY.

Mr. Turton put in a petition signed by certain creditors to the late firm of Alexander and Co. who had claims on the house to the extent of fifteen lakhs and upwards, praying that the order of the 23d of March last be amended, and that Mr. Nathaniel Alexander be allowed a monthly salary of one thousand rupees, instead of four hundred, as directed by that order. The petition set forth that the creditors considered it beneficial to the interests of all concerned to secure the services of Mr. Alexander to wind up the affairs of the house, for which his long experience and thorough knowledge of its affairs rendered him peculiarly eligible; and as he was required to devote the whole of his time to this purpose and could not undertake any other employment, they considered four hundred rupees a month a very inadequate remuneration, and were desirous that a more liberal allowance should be granted, they therefore prayed the Court to revoke that part of the order of the 23d of March relating to Mr. Alexander's salary, and to order the Assignees to pay him at the rate of one thousand rupees, instead of four hundred, a month. An affidavit from Mr. Collins, who had been twelve years in the employ of the firm, was at the same time put in, deposing to the different signatures to the petition, which were stated to be those of a very great majority of the creditors.

Mr. Turton then observed, that the salary ordered by the Court was very insufficient according to the rate at which Europeans of talent and respectability were usually remunerated in this country. Mr. Alexander attended at the office from nine o'clock in the morning, till five in the afternoon, and devoted the whole of his time to the affairs of the firm, while the other partners who received the same salary, were not required to do so—they were only consulted on subjects that had reference to those particular branches of the establishment over which they had been placed, and were not thereby prevented from accepting other employment. The salary that had been awarded was not equal to that of confidential clerk in a respectable establishment, in proof of which he need only mention that Mr. Abbot had received no less than twelve hundred rupees a month from the very firm in question. The assignees were not called upon to devote the whole of their time to the affairs of the house, for he (Mr. Turton) had understood the Commissioner to say, on a former occasion, that three thousand rupees would not be an adequate salary if they did so—then surely it could not be said that a thousand rupees, which was only one third of that, was too much for Mr. Alexander, who was expected to give up the whole of his time, and whose business was extremely laborious. No person could deny that his talents were desirable in winding up, and to prove that the arduousness of his duties were increased, it was only necessary to mention, that they had not now the assistance of Mr. Abbot, that the other partners did not give up so much of their time to the affairs of the house as heretofore, and that the establishment was considerably reduced in every branch. Mr. Turton then advanced the case of Messrs. Kensington and Co., bankers who had failed some years ago in Eng-

land, in which one of the partners had been allowed a salary of a thousand a year while winding up the affairs of the concern, which, considering the difference of the rate at which people of every class were paid in this country, was a much greater sum than a thousand rupees a month. Through the assistance of Mr. Alexander the estate might in a reasonable time be brought to such a state of regularity that his services could be dispensed with, but it was a question whether any person could be found at the present time competent to perform the duties required of him. Sometime ago Mr. Alexander had been obliged to leave this country for the benefit of his health, notwithstanding which he had not hesitated to devote the whole of his time and attention to the affairs of the estate; but this was not a country in which the energies of the mind and body could be thrown away. He was not aware that there were any dissenting creditors to the increase of salary prayed for, and he did think that those who had dividends to receive were the best judges of the merits of Mr. Alexander, and of the importance of his services to the estate; he also thought that it would be impossible to retain the whole of those services without giving him an adequate remuneration. Mr. Durr had been as vigilant as any of the creditors in watching the proceedings—any more, had in some instances opposed them—but even he was fully impressed with the necessity of retaining Mr. Alexander's services, and admitted that they should be remunerated to the extent already stated. The petition, as he had before stated, was signed by a large majority of the creditors, with the greatest part of whom no possible objection could exist. In reply to an observation by the Commissioner, that the Assignees had only applied for a salary of eight hundred rupees for Mr. Alexander, Mr. Turton said that the creditors had generally thought that too little, and wished him to have twelve hundred. He was also authorized by one of the assignees to say, that they had mentioned that sum because they understood it to be the intention of the Court to cut down the salaries to the smallest sum practicable, they had therefore suggested eight hundred rupees as the smallest sum they could possibly think of offering him for the whole of his services.

Sir Edward Ryan said that he would comply with the desire of the creditors by revoking that part of the order of the 23d of March, which assigned Mr. Alexander a salary of four hundred rupees a month, and ordering that he be allowed one thousand rupees a month for one year. He still thought it however a very large sum and would not have been disposed to grant it, if the application had not been made by such a numerous body of creditors and to so large an amount; but he yielded his own judgment to that of the parties who had an interest in the house and whose property was at stake.

Mr. Henry Smith said that those creditors who thought otherwise had not yet had an opportunity of making their sentiments known.

The Commissioner said that he had neglected to call upon those persons to express their opinions from a supposition that there was no opposition to the desire of the petitioners, but he was perfectly ready to hear any thing they had to say against the passing of the order.

Mr. Smith said that the purport of the petition might be accounted for in various ways. Mr. Alexander was a man very much beloved in society, and the persons who had signed the petition might be his personal friends, or they might be in easy circumstances, and careless about the amount; but why should he and others who could ill afford it, suffer by their carelessness or friendship.

Mr. Lingham looked over the signatures and said that he found among them a great many of the trade association, and many of his bosom friends. Mr. Lingham also said that he had received sort of a demiofficial notification, a kind of threat, from one of the members of the trade association, that, if he persisted in opposing the measure, no member of that association would employ or deal with him.

Sir Edward Ryan said that he would give them an opportunity of opposing the order, by letting the matter stand over till the 11th of May next; and desired them to be ready to shew cause against it with advocates setting forth the grounds of their opposition.

Mr. Turton observed, that the alleged threats ought also to be proved, for that such a course of proceeding, if true, was highly improper and discreditable.

An order *Nisi* was then passed, granting the prayer of the petitioners, should no sufficient cause be shown against it on the 11th of May next.

#### IN THE MATTER OF JAMES YOUNG AND OTHERS.

Mr. Andrew Wight moved on behalf of the Insolvents for a month further time to enable them to file their schedule.

The Commissioner, after some hesitation granted an order impressing on the applicant the great importance of having the schedule filed with the least possible delay.

#### FAILURE OF MESSRS. COLVIN AND CO.

Again we have to announce the distressing intelligence of further failures. Messrs Colvin and Co. were on 3d May compelled to seek the protection of the Insolvent Court, in the usual form, by a petition presented by Mr. Turton declaring their Assets to be equal to 8 annas in the rupee of the claims against them. A Meeting of the Creditors called by public advertisement, took place on Monday the 6th, at noon to nominate Assignees, and on Tuesday the 7th May, the Insolvent Court sat to receive its report.

The following is **MESSRS. COLVIN AND Co.'s** Circular.—

Calcutta, 3d May, 1833.

It is with feelings of the greatest pain that we have to announce to you our having been at length compelled to the final stoppage of our payments.

We have been unable, after the most anxious consideration of the state of our affairs, and of the position in which we are now placed, to escape the conviction that we could not in our circumstances continue to carry on our business with any hope of ultimate safety; while delay would expose our Estate to certain and considerable deterioration and expense.

The circumstance on which this conviction is chiefly founded, is the fact of some considerable present deficiency in our assets, arising principally from losses in our indigo operations since 1828. While we have deeply to regret that our efforts to gain for ourselves the opportunity of relieving this deficiency have at length failed, its existence entails upon us a heavy annual charge of interest to be provided for from a decreasing business; and this, with the continued, but almost imperceptible, drain to which our means are unavoidably exposed, would keep us so long in a state of pressing difficulty as to be fatal to the hope of our regaining the public confidence.

Until the beginning of April, we had strong ground for belief that means for meeting all the demands made upon us would continue to be at our command, and up to that period we were enabled to act on that belief, without incurring any extensive sacrifices. When we then found that the hopes on which we had relied would be frustrated by the increasing growth of that debt, we considered it imperative to refuse all claims upon us for the withdrawal of funds except such as were comprised with the current and necessary disbursements of a business not actually brought to a close.

More recently, we joined in an application to the Government for assistance, but even could not be afforded to us, after the explanations it has been our duty to offer, every day's subsequent experience has added to the painful conviction, that the effects of the discredit in which we have necessarily fallen must, in our position, render that aid, if any extent to which it could be expected to be given, now unavailing to us.

One of the first objects of present importance for the benefit of our Estate is the provision of the necessary funds for sowing the Indigo Crop of the season; with the immediate means which we have been able to supply, we do not doubt that in whatever hands our affairs may be placed, no difficulty will be experienced in arranging for such further advances as may yet be requisite.

After much consideration we have come to the determination of placing our affairs under the management of the Insolvent Court, as the only effectual mode of permanently protecting the general interests; and we shall submit to an early meeting of our Creditors a Statement of our affairs.

To prevent inconvenience we have made over to the custody of our confidential Clerks Messrs. John and Henry Cowie the whole of the Documents, Government Securities, &c. entrusted to us by our Constituents, to whose application they will be delivered up.

We are your most obedient servants,

**COLVIN AND CO.**

#### PROCEEDINGS IN THE INSOLVENT COURT.

FRIDAY, MAY 3, 1833.

*Before Sir Edward Ryan.*

Mr. Turton, on behalf of the Members of the Firm of Colvin and Co., Bazett David Colvin who is in Europe excepted, presented a petition offering to put the Common Assurance in immediate possession of Estate and Efforts to half the amount of their debts, and pray the usual protection afforded by the Insolvent Act. The learned Counsel also requested that an order might be granted to call a Meeting of the Creditors on Monday the 6th May for the purpose of choosing Assignees to the Estate, and stated that the intermediate time would be sufficient, as there were not more than one hundred Creditors in Calcutta and the neighbourhood.

The Petition is as follows:—

The humble petition of **Alexander Colvin, William Annale, Thomas Anderson, and Daniel Ainale.**

**SHEWETH,**

That your petitioners, together with Bazett David Colvin, who is now residing in England, have for several years past carried on extensive business



in Calcutta, in the Province of Bengal, as Merchants and Agents, under the style and Firm of Colvin and Co.

That your petitioners and their several co-partners are in debt to divers individuals in divers large sums of money; and that your petitioners are severally and respectively British subjects carrying on business and trade as Merchants and Agents in the town of Calcutta, at Fort William, in Bengal aforesaid, and have an establishment of clerks and servants, and they find they are in insolvent circumstances, but that they have estate and effects to the amount of half their debts, of which instant possession may be given to an assignee or to assignees appointed by your Honorable Court.

That your petitioners do hereby offer to execute an assignment to the common assignee or to any such assignee as your Honorable Court may appoint, and in such manner and form as your Honorable Court shall direct of all property and effects, rights, dues, claims, chose in action, and interest which they have or are entitled to, or which may in any way come to, or be acquired by them before your Honorable Court shall have made your final order in the matter of the petition of your petitioners.

That your petitioners do hereby offer to put such assignee or assignees to be appointed by your Honorable Court into possession of their estate and effects to the amount of half their debts.

That your petitioners hereby offer to take, such oath as your Honorable Court may please to direct.

That your petitioners humbly apprehend they are entitled to the benefit of an act passed in the 9th year of the reign of his late Majesty entitled "An Act for the relief of Insolvent Debtors in the East Indies."

That your petitioners are ready and willing to conform to the directions of the said act.

(Signed) *Alexander Colvin,  
William Aluslie,  
Thomas Anderson,  
Daniel Aluslie.*

Sir Edward Ryan said, that, as no Act of Insolvency was set forth in the petition, the petitioners could not at present receive the benefit of the Act; but there was another clause in which they could come in, viz. their putting the Common Assignees in possession of Effects amounting to half their debts. He thought, as the creditors in Calcutta were so few in number, that there would be sufficient time for notice of the meeting between this and Monday, and he suggested that an advertisement should be immediately inserted in the newspapers as all transfers of the property would be invalid after the petition was filed. He also wished it to be understood, that it was his decided opinion that, when a Firm found itself in insolvent circumstances, the only way to prevent any undue preference to creditors was, to have immediate recourse to this Court.

The petition was then filed, and the Commissioner stated that a Court would be held on Tuesday for the purpose of approving the appointment of Assignees, and he hoped that on the following Saturday the Assignees would be ready with a certificate, that they had been put in possession of assets to the extent of Eight Annas in the Rupee. Without a certificate to that effect, observed the Commissioner, the present petition must fall to the ground.

Mr. Turton stated, that the parties were fully aware of the course of proceeding.

The order was made and the Petition filed.

MAY 7, 1833.

For Sir Edward Ryan.

#### IN THE MATTER OF ALEXANDER COLVIN AND OTHERS.

Mr. Turton stated that in pursuance of the order of the Court a Meeting of the creditors of the firm of Colvin and Co. had taken place on the 6th May, at which it had been determined to recommend to the Court to appoint Mr. Elliot McNaghten sole Assignee to the Estate. He then presented a petition to the same effect which was signed by forty-nine creditors and stated that the creditors in Calcutta did not amount altogether to more than about seventy.

The Commissioner called upon the creditors present to express their sentiments on the subject, and after waiting a reasonable time, to give an opportunity to any one to object to the arrangement should he be so disposed appointed Mr. McNaghten, observing that the first thing that he would have to do would be to certify to the Court that property to half the amount of the debts had been put into his possession. This he supposed he would be able to do by the 11th May.

Mr. Turton had every reason to believe that he would.

The Commissioner said that it would be very desirable for him to do so with the least possible delay, at the same time observing that if he could not, the former application must of course fall to the ground. The only possible objection that he could have had to the nomination would have been on the ground that Mr. McNaghten was not so conversant with mercantile affairs as a mercantile man would be, but that objection appeared to be obviated by the wish of the creditors that the partners should render him their assistance: under these circumstances he could certainly have no objection to the appointment of Mr. McNaghten, who being an officer of the Court, would be able, not only to facilitate the necessary proceedings, but materially to lessen the expenses that would necessarily be incurred.

Mr. Turton said, that the great discretion that must necessarily be allowed to an Assignee was one of the reasons that had induced the creditors to recommend the appointment of Mr. McNaghten, who from his experience and knowledge of the forms of the Court, would be better calculated to exercise that discretion than most others.

The Commissioner said that, if the matter proceeded, he should feel it his duty, under the present state of mercantile credit, to give the Assignee a very wide discretion. The act allowed the Court to grant such discretion, and he felt disposed to give the section a wide construction, in order to prevent the property from being forced into the market.

The certificate is to be presented on Saturday the 11th May, but should it not be ready by that time, another day will be fixed on by the Court.

Mr. Turton hoped that the commissioner would grant an order for the members of the firm to present separate petitions. The order was granted.

#### IN THE MATTER OF JAMES CALDER AND OTHERS.

Mr. Turton moved on behalf of Gunga Dutt Bonnerjee, that an Adjudication of Insolvency be issued against the Estate of McIntosh and Co. The petition set forth that the firm was furiously indebted to the petitioners in a certain sum of money, which had become over-due, and that the partners had absconded from Calcutta, on or about the 23d of

April last, and taken up their residence at the Danish Settlement of Serampore, with intent to defraud their creditors.

Mr. Turton said, that the petitioner had had it in contemplation to revert to the same course of proceeding some time ago, when it had been rumoured that his intention had been adopted at the suggestion of the partners themselves. He begged to assure the Court that such was not the case; it was an independent application of the creditor, made to ascertain how far certain proceedings of a number of creditors could be sustained by law, without any concert on the part of the partners. He had afterwards dropped his intention, but had again revived it, in consequence of a writ having been taken out against the partners, which had obliged them to take refuge at Serampore.

Sir Edward Ryan passed an order for the common assignee to take possession of the estate, and directed a public meeting of the creditors to be called on Friday the 10th May, for the selection of fit persons to be recommended to the Court as assignees, which recommendation will be received by the Court on Saturday the 11th May.

Mr. Turton stated merely for the information of the Court, that a deed of trust had been executed by the creditors, under which the members of the firm had been authorized to wind up the concern, and that they had been carrying on the business of the firm under that deed till the writ was issued against them when, as it was impossible for them to give bail to so large an amount, they were under the necessity of absconding to Serampore.

The Commissioner said, that he could not express an opinion on the validity of the deed, till the question was regularly brought before him, but he anticipated that conflicting interests were likely to arise between the parties acting under the deed, and the assignees appointed by the Court that might create great difficulties, and, perhaps, bring the estate to utter ruin.

#### IN THE MATTER OF JAMES YOUNG AND OTHERS.

The Commissioner stated, merely that it might be brought to the notice of the Assignees, that the time had passed when they ought to have filed their quarterly accounts. It was very desirable that they should be filed without delay, in order that all the creditors might have an opportunity of going to the balance sheet and making themselves acquainted with the real state of the concern.

Mr. We understand that the Assignees were in attendance for the purpose of filing the accounts, a circumstance of which the Commissioner was not aware at the time.—ED. HURKALU.

SATURDAY, MAY 11, 1833.

Before Sir Edward Ryan.

#### IN THE MATTER OF ALEXANDER COLVIN AND OTHERS.

Mr. Elliot McNaughten informed the Court that he had been put into possession of the estate and effects of the late firm, which according to the best of his knowledge and belief amounted to half of the debts. He did not think that the estate would yield eight annas in the rupee, as some of the concerns were saddled with mortgages but he had received possession of estates and other assets to more than half the amount.

The Commissioner said that the certificate was in the words prescribed by the act of Parliament, and the construction put by him upon the words of that act was, that it was sufficient if the Assignee was put

in possession of property to half the amount of the debts, notwithstanding that there might be prior claims upon some parts of that property. He therefore thought the cause might proceed.

On the application of Mr. Turton the Court then granted its protection to the partners, and ordered them to file separate petitions.

Mr. Turton then said, that some of the Creditors wished to know what allowance was to be granted to the Assignee. The Commissioner said in reply, that he should wish to have the opinion of the Creditors on the subject, and advised them to call a meeting for that purpose, as well as to consider what it would be advisable to allow the partners, whom he supposed would be employed.

Mr. Turton then applied to the Court to appoint Assignees to the separate estates of the several partners, observing that the partners would wish to leave the appointment entirely to the Court.

Sir Edward Ryan said, that if the case had been an ordinary one, he would have appointed Mr. McNaughten, but as he was already Assignee to the joint estate, it was impossible to do so, as there might be conflicting interests. Under those circumstances he thought it best to appoint Mr. Smollett, who was an administrator, and the representative of considerable property.

Mr. Smollett was appointed Assignee to each of the separate estates.

The Commissioner then enquired when the Schedule of the joint estate could be filed, as it was important to have it done with the least possible delay.

Mr. Turton said he believed that it could be filed within the month, as the time of the year afforded every facility for doing so.

Sir Edward Ryan said, that if the notices were previously prepared so as to be issued when the Schedule was filed it would very much facilitate the day of hearing. The day of hearing could only be fixed for such a day as would admit the giving notice to the most distant Creditors in India, as the act only related to them.

At a subsequent period of the proceedings Mr. Turton informed the Court that the Schedule would be ready to file in Court by Saturday the 18th May.

#### IN THE MATTER OF JAMES CALDER AND OTHERS.

Mr. Turton put in the petition prepared and signed by the creditors at a meeting held the previous day, with an affidavit verifying the signatures. He observed, that the persons recommended to be appointed as Assignees had been elected after much discussion, by considerable majority, and that many persons who had voted had gone away before the conclusion of the meeting, so that they had not all signed the petition; he was however prepared to put in their votes, which were all written, and verify their signatures, if requisite.

The Court enquired if any Creditor had any thing to observe, when Mr. Cochrane said, that he appeared on behalf of Mr. Dick, the representative of Colonel Reid and another creditor, to oppose the appointment of Messrs. Cockerell and Holroyd to the assigneeship. His grounds of opposition against Mr. Cockerell were merely that he was already an assignee to the estate of Palmer and Co. which, together with the large establishment that he had to superintend, was quite enough to occupy his time. Against Mr. Holroyd he had far more serious objections: he was utterly unknown to almost every one in Calcutta, and in an appointment of trust not only ability, but character, was also to be looked to. It was surely necessary that something ought to be

known of a person who was to be trusted with the management of nearly a million sterling; it ought moreover to be known whether he was conversant with accounts. When a person utterly unknown was recommended to fill an important trust, something ought to have been shown to the Court by those who recommended him to enable that Court to form an opinion of his merits and qualifications. He must enquire where he had been brought up, how he had been educated, and what were his qualifications for business, that the management of an estate as large as this was to be entrusted to him; he would not however waste the time of the Court by any such enquiries, but would content himself with opposing him on the broad ground that he was utterly unknown to any one in this country. There were surely many men to be found in Calcutta well known for their capacity, integrity and aptitude for business, without resorting for those qualifications to an utter stranger; and to such persons—persons who were known to possess the necessary qualifications, ought the direction of so vast an estate to be entrusted. It had been proved, that creditors were the best judges of their own interest, but that was not always the case, and he believed that in the present, as well as in most other cases of public meetings, every thing was conducted and arranged before hand by a certain number, who being unanimous were sure to command a majority. It was not his wish to say any thing harsh or hurtful to the feelings of any individual, but he thought, taking all views of the matter, that it would be more dangerous for him (Mr. Holroyd) at once to retire from a trust that he had shown no claims to.

Mr. Plowden said, that the objection that had been urged against Mr. Holroyd was in his opinion an argument in his favor, for if he was known to one he would be all the more likely to act with impartiality. He had been employed as one of the inspectors, and he certainly would not have been recommended by the other inspectors if they had not been convinced of his fitness. He (Mr. Plowden) was totally unacquainted with Mr. Holroyd, and could have no other motive in joining in the recommendation than the good of the estate. Mr. Plowden here discovered that he had made a mistake, which he corrected by stating that it was Messrs. Cockerell and Jenkins who had been recommended by the inspectors.

In reply to the question of the Court, Mr. Cockerell said, that he had been a trustee, but that he had resigned his trust, and that he had pledged himself not to throw any unnecessary obstructions in the way of the trust deed, till its validity was tried in the Supreme Court.

The other proposed assignees also made replies to the same effect.

The Commissioner said, that he certainly should not confirm the nomination unless they were unimpaired by pledges, and at liberty to do their duty as assignees of the Court.

Mr. Turton said, in explanation that they were not pledged in such a manner as to prevent them from doing their duty as assignees of the Court, for it was clear that the estate could not be carried on under two conflicting powers. The creditors had thought it best for the estate to wind it up under the deed of trust if possible, and their duty was, not to relinquish that deed, if it was a legal one. It had been suggested that the easiest way to decide the question would be for the Assignees to bring an action of trover against the trustees, which might be done at the commencement of the next term, which was not far off.

The Commissioner said, that he could not hear any such suggestions, but that it was obvious that

the estate, if placed between two conflicting powers, would be torn in pieces. There were two questions—whether the deed could be set up against the Insolvent Court, and whether, if it could, it would be the best course to act under it. The first duty of the assignees would evidently be to take possession of the estates and banks of the firm, and the partners ought to be examined in that Court, so that the fullest information on the subject of the deed might be elicited. The question might no doubt be raised, but he wished, before appointing any assignees, distinctly to understand what their intentions were, as he could not appoint persons who were pledged to any particular line of conduct. They must act like all other assignees by the rights conferred on them by the Court, and take possession of all such property as they were bound to seize, consequently he could not appoint them on any qualified conditions.

Mr. Adam said, that the gentlemen who had been nominated the previous day had, if he understood rightly placed themselves under no pledge as that would be inconsistent with their duties as assignees.

The Commissioner observed, that Mr. Cockerell had been objected to on the ground of his being already an assignee to the estate of Palmer and Co. thus, however, he did not consider a very material objection. Mr. Holroyd had also been objected to on other grounds, and he fore entering any further into the subject he wished to put a few questions to him. He was not aware of what Mr. Holroyd's future intentions might be, but he certainly did think it objectionable that a solicitor, if practising as such, should be an assignee in a case of this kind.

Mr. Holroyd said that it was by no means certain when he should be able to gain admission on the rolls of the Supreme Court, as there were already many candidates; it certainly was his intention to practice as soon as he could gain admission, but it was not his full intention in that event to resign the assigneeship.

The Commissioner said that the Judges had thought, that no person should act in the double capacity of solicitor and assignee. On this account he had thought it proper to have a distinct understanding that while he continued to act as an assignee he could not practice as a solicitor.

Mr. Turton said that he should have no very great difficulty in replying to Mr. Dick's objections. Mr. Cockerell had been objected to because he had too much to do, and Mr. Holroyd because he had too little. He hoped that between them they would be able to hit the happy medium, but he must confess that it appeared rather extraordinary to him that Mr. Cockerell should be objected to because he had already been entrusted with the management of a great concern. He for his part should have considered that alone a sufficient ground of recommendation. Mr. Holroyd was represented as a youth "to fortune and to fame unknown"—was it not strange then that a person known to nobody should be so fortunate as to obtain a hundred and thirteen votes, when the greatest number obtained by any one was only one hundred and thirty one? But the name of Holroyd was neither unknown nor unrespected here. He might perhaps be unknown to Mr. Dick, but did it therefore follow that he must be unknown to every body else; he would venture to say, however little they might have known of each other heretofore, that Mr. Holroyd was not likely to forget Mr. Dick again in a hurry. He had given him sufficient cause to remember him as long as he lived. But what was the intention of the opposition? Did they wish Mr. Jenkins to be appointed sole Assignee? They had objected to two out

of three proposed, but had they asked the Court to appoint any others in their room? Mr. Holroyd had been appointed one of the inspectors, and had been recommended by those inspectors to the Creditors at large; surely they must have discovered some aptitude for business in him, or they never could have made such a recommendation.

Sir Edward Ryan expressed his intention of confirming the recommendation of the creditors by the appointment of the three assignees nominated. It was not obligatory in the Court to adopt the recommendation of creditors, but the Court must be very much influenced by such recommendation. In the present case he should however adopt the suggestions of the creditors, as there certainly seemed to be a very large majority in favor of the gentlemen recommended, and as the votes appeared to have been more regularly collected on this than on other similar occasions, but it must be clearly understood that it was their (the assignees') duty to take immediate possession of all the property of the firm. He was sorry that the suggestions that he had given the other day, had no effect on the meeting of creditors, in his judgment their best course would have been to have assigned over every thing to the common assignee. In the case of Colvin and Co. he had expressed his determination to give the 50th Clause of the Act as liberal a construction as possible, in order to prevent a mass of property being forced on the market, and he therefore regretted the course that had been taken. Before the case could be regularly brought into the Supreme Court, there must necessarily be much doubt, much difficulty, much uncertainty and much confusion. As it was the wish of the creditors that the trust deed should be established as valid, he would not express any opinion before the matter was brought before him in a regular manner, further than that such a proceeding would be attended with the greatest perplexity. He merely made this suggestion for the benefit of the creditors, and as it had occasionally been said that the expenses of that Court (the Insolvent Court) were very great, he would take the opportunity of saying that he was satisfied that estates could no where be managed with greater economy. In the case of Palmer and Co. the whole costs of the proceedings in that Court up to the present period, including expenses of every description had not exceeded 60,000 rupees, and he would venture to say that no bankruptcy case in England had ever been managed with less expense. He merely made this statement because an impression had gone abroad that the expenses of that Court were enormous which impression he felt satisfied was erroneous.

In reply to a question from the Commissioner as to the manner in which the Creditors wished the Assignees to be remunerated, Mr. Turton said, that the Meeting has resolved to allow them a commission of five per cent upon the dividends made, for the whole establishment, law charges excepted.

The Commissioner expressed his approbation of this mode of remuneration, but agreed with Mr. Turton that it would be better to defer the question till a future application was made.

Mr. Turton thought he might venture to say that the supporters of the Trust Deed would be likely to abandon it in the event of any conflict of interest arising as had been anticipated by the Court. In reply to another question from the Commissioner, Mr. Turton said that since the time that writs had been issued against the partners the schedule had been preparing, and that it would most probably be ready to lay before the Court on Saturday the 18th May.

#### IN THE MATTER OF JAMES YOUNG AND OTHERS.

The Commissioner enquired whether any one was prepared to shew cause against the rule *noni* granted at a former sitting of the Court for the increase of Mr. Alexander's salary, when the Advocate General said that he was sorry to be obliged to do so on the part of a number of persons who had claims on the estate of five lakhs and upwards. It was true that they were not persons of the same consideration in life, as many of the persons were who had petitioned for the increase, but for that very reason they were more entitled to the consideration and sympathy of the Court, many of them being persons who had been deprived of their only means of livelihood by this unfortunate failure. These petitioners stated that they considered that there had been a considerable degree of waste in the management of the estate, and that though they did not dispute Mr. Alexander's qualifications for business, or that he might even deserve a much greater salary than that proposed, yet they thought the estate ought not to be saddled with such a burden, when many others might be found equally capable with him, who would be glad to do the work for four hundred rupees a month or less.

The petition, the substance of which was stated by the Advocate General, was then read. It further drew the attention of the Court to the exorbitant amount of the monthly establishment, rupees 8,000, while the affairs of McIntosh and Co. had been carried on at an expense of not more than rupees 2,000 a month, as well as to the fact that partners of that house had been content with a salary of rupees 400 a month while employed under the inspectors, and concluded by praying that Mr. Alexander's salary might not be increased.

Mr. Turton said, on behalf of the petitioners for the increase, that it had been advanced by one of the petitioners against it on a former Court day, that he had been threatened with loss of trade by a member of the trade association if he persisted in his opposition; nothing of the kind had been attempted to be proved on affidavit, and he had therefore a right to conclude the assertion unfounded. His friend the Advocate General had laid great stress on the fact that his petitioners were of a humble class in life, and entirely unknown to him (the Commissioner) but if that was the case would it not have been as well for him to have attempted to shew that they were persons capable of judging the rate at which talent like that of Mr. Alexander ought to be remunerated, or that they knew how to appreciate his services. It was urged that persons might be procured to do the work for four hundred rupees a month, but if they were to go to hunt out for persons whose poverty and distress would reduce them to the necessity of working for a bare subsistence, why not get it done for one hundred? but the question was not, what was the lowest possible sum that a person could be screwed down to, but what was a just and fair remuneration for his services. If it had been said that three thousand rupees would scarcely be an adequate remuneration to Messrs. Hurry and Burkinshaw, if they gave up the whole of their time, surely one third of that sum could not be considered too much for the entire services of such a person as Mr. Alexander, and the broad ground on which the creditors for whom he appeared applied was that the services of such a person could not be commanded for less. The Advocate General had dwelt much upon the humble rank in life of the individuals he represented, but he (Mr. Turton) could not see any very aristocratical names in his own list—no one could call Mr. Michael Meyers an aristocrat though he was willing to act with a spirit of liberality and

generosity towards those who had been like himself sufferers by one common calamity; and he would ask his friend the Advocate General whether he could show him out on his list who had like that individual lost his all—no, they were most of them persons in situations, who had other means of support, but as most of their claims were on behalf of their wives, they perhaps thought that they were in debt bound to be more careful of the property of their better halves than others were of their own. He was yet to learn that because men were unfortunate, they were to be made to toil in this ever-atting climate without a reasonable remuneration, and would any one pretend to say that a man, brought up to business as Mr. Alexander had been, was even sufficiently paid by a salary of a thousand rupees a month. Here was a man who by his experience and qualifications was permanently adapted to assist in the management of the affairs of the Court, who gave up the whole of his time and attention to the duties that had been entrusted to him, and who had given satisfaction to the great body of the creditors, and were they to be deprived of the services of such a man on the representation of a few of the creditors who regarded him a small remuneration, and who came to beg and entreat the Court to send him down to the last possible pier?

Sir Edward Ryan enquired whether Mr. Ballard still continued to act under the assignees, to which Mr. Hurry replied that he went to the office whenever he was required, that is, whenever he was sent for. Mr. Burkinshaw said that he was there for a considerable time every day.

Sir Edward Ryan observed that he made the enquiry because a letter had been put into his hands by which it appeared, that Mr. Ballard intended to resign his salary, he would postpone decision till the matter could be regularly brought before him. He had been about to pass the order though, as he said before, it was against his own judgment, because no one seemed disposed to do it.

On the prayer of the petition He thought the sum allowed was such as the Court could not increase, for the Court had to look at what was given to the assignees as well as to what was given to the partners. If Mr. Alexander got too little for the whole of his time, it became a question whether the others were not getting too much for only a portion of theirs. The rate at which European labour was remunerated was not exactly the criterion by which the salaries were to be fixed, for those who were largely indebted to their creditors were bound to submit even to some sacrifice for the benefit of the concern. The consolation was to him most painful, but he was bound to look to the general interest, and he felt it his duty to say that he could not grant the order. If any part of the establishment was reduced in it Mr. Ballard's resignation was brought officially before him, he might again take the matter into consideration and perhaps send a petition to the whole of Mr. Ballard's salary to that already received by Mr. Alexander, but certainly not more than the whole. At present the order was refused, but they might make a fresh application on Sunday the 19th May, on the grounds of Mr. Ballard's resignation.

SATURDAY, MAY 18, 1837.

Before Sir Edward Ryan.

IN THE MATTER OF ALEXANDER COLVIN AND OTHERS

Mr. William Willeford Bird addressed the Commissioner stating, that he had come with the intention of expressing the several points taken into consideration and decided at the public meeting of

creditors held yesterday. The first point considered was the amount of salary to be allowed to the assignee, the second the amount to be allowed for his establishment, and the third the amount to be awarded to two of the partners of the late firm as a remuneration for their services, which would be required by the assignee in bringing the affairs to a close. With regard to the first point it was agreed to submit the Court to allow Mr. McNachten, as a remuneration for his services a monthly salary of one thousand rupees for the ensuing year, at the termination of which it would be advisable that the state of the house should be laid before the creditors for their consideration.

Here the Commissioner interrupted Mr. Bird by asking whether the recommendations were submitted in the shape of a petition. A reply was made in the affirmative, and a petition embodying the resolutions passed at the meeting was accordingly signed by a number of the creditors who attended that meeting was presented.

After reading the petition the Commissioner asked Mr. Bird whether he had any more representations to make, to which that gentleman replied that he had nothing further to say, except that the meeting was unanimous. It was thought that a thousand rupees a month would be sufficient for the establishment with the exception of the first few months, during which more might be required, but it was afterwards contemplated that that sum might after the expiration of those few months be more than sufficient, against which they had provided by stipulating that any surplus should go to the benefit of the estate. Finally it had been thought that four hundred rupees a month would be a reasonable remuneration for the two partners, whose assistance would be required in winding up the affairs of the estate.

Sir Edward Ryan asked whether any creditors wished to oppose the application, or to be heard on the subject. After having paused for a reply, he remarked that he had suggested it at the last meeting, and that he was still of the same opinion that the best mode of remuneration was by commission, but some of the creditors thought differently and supported their opinion by arguing that the state of the property could not be ascertained so as to say to any degree of certainty to what such commission would amount. The same argument might be advanced in all cases, but such being the wish of the majority of the creditors, he would, although he thought the other mode the most desirable, confirm their recommendation. The next point was the office establishment but with this he must decline interfering; that was a matter that must be left entirely to the discretion of the assignee, though the creditors would always have the option of bringing it to the notice of the Court should he not exercise a sound discretion. As to the third point which recommended the allowance of four hundred rupees a month each to Messrs. Colvin and Ansley, for one year he could have no possible objection.

Mr. Bird reminded the Commissioner that it was only intended to apply to the period of time that their services would be required.

Sir Edward Ryan said that it was best to make the order for four hundred rupees a month each for such time as their services are required, but not exceeding one year, and he made it accordingly, observing that it was desirable in all such cases to bring up the parties again after the lapse of a year.

Mr. Bird said that that had been precisely the feeling manifested at the meeting.

Sir Edward Ryan, having been informed by Mr. Wilson that the schedule would be ready for him, inquired their views, and it would be very desirable for the partners to consider what would be the most economical way of serving the notices, as the sending of notices to each particular debtor in the case of Palmer and Co. had been found very expensive. The expense of postage might perhaps be considerably reduced by serving a notice on one creditor at each station, with directions for him to circulate it among the others. He merely threw out this suggestion, but they might consider some feasible plan for lessening the expense of postage, the duty of course remaining with them to prove that such notices had been sent.

IN THE MATTER OF JAMES ALGER AND OTHERS.

Mr. Taiton on behalf of the creditors presented the schedule, also stating that it was very extensive, as had been thought desirable, that the Court should be put in possession of the whole of the circumstances relative to the execution of the trust deed, and the assignment of the property to the trustees, though with as much brevity as was consistent with a clear and full description.

After reading that part of the schedule alluded to, Mr. Taiton brought to the notice of the Court the number of creditors in India, and the expense that would be incurred by serving them with separate notices.

The Commissioner said that he was desirous that it should be done in as economical a way as possible, but all the creditors in India must have notice, as well as time to enable them to come to oppose if they thought proper.

After some discussion in which it was ascertained that nearly all the Bombay creditors were represented here, and that there were not in all above fifty creditors here by the Bengal Presidency, it was decided that four months' time should be allowed for the serving of notices, or on the 14th of September next, when the further hearing will take place; that notice should be served by letter on creditors residing in the British territories out of the Bengal Presidency, and that those creditors residing in the Bengal Presidency should be made acquainted with the time appointed by notices to be published in the principal Calcutta papers, as well in the *Dihibi, Mercantile and Agri-*

The Advocate General made an application to be permitted to examine one of the partners as a party.

The Assignees had applied to the Court for the assets of the firm in their possession, which application had been met, as might have been expected, with a refusal, which led to a question that must ultimately be decided in the Supreme Court. As no great lapse of time would ensue before the matter was brought before that tribunal for decision, the question whether it would be the better course for the creditors to file a bill in equity against the trustees for the money to be deposited, in the mean time, by the consent of both parties, in some secure place, and he thought the Commissioner would sanction the latter course. There was a debt due to the Union Bank by the firm to which assets might have been deposited in value far above it.

It appeared expedient both to the trustees and the assignees, that those securities should be redeemed by the payment of the debt. He went to examine Mr. Storm on this point, and had first intended to examine him as to the time and manner of the execution of the trust deed, but the last course had been rendered unnecessary by the description set forth in the schedule.

The Commissioner said that he was at liberty to examine Mr. Storm, but that he (Sir Edward) could not give any advice as to what was the best course for the assignees to adopt. He could order the assignees, if proper cause was shown, to pay the requisite sum, and if they were unable to do so, could make them shew cause why, but he knew nothing about the trust deed or the trustees, and in the present stage of affairs recognized their existence.

Mr. Storm was then examined, and corroborated the statement of the Advocate General relative to the debt due to the Union Bank and the securities in their possession. He stated that it would be very desirable to redeem those securities.

The Advocate General said that the end of this was to show how desirable it would be for the sums which the trustees received should be deposited in the Bank to redeem those securities.

The Commissioner said that it was desirable with the assignees to make any arrangement they thought beneficial out of Court, but he could be no party in connection with persons who opposed the authority of the assignees. When the question of the trust deed was brought regularly before him he would decide it, but till then he could not recognize it. The assignees had full power to redeem the securities if they had assets, but he could give them no advice on the subject, which was evidently the object of the Advocate General's application.

The Advocate General said he did not apply for advice but for the sanction of the Court; but the Court said that he could give neither the one nor the other.

Mr. Prinsep said, that he had also been instructed by Jockson Doss, a Creditor, to the amount of Rs. 1,20,000, to apply for leave to examine one of the partners, but as the necessary answers could not be given without reference to their books, it might perhaps be better to defer this application to another day, when the books could be brought.

The Commissioner said he had no objection to Mr. Prinsep deferring his application if he thought proper, but the books ought to be in Court in the meantime of the assignees.

Mr. Prinsep said he believed that they were in the possession of the trustees, who would no doubt be willing to produce them when required.

Mr. Taiton said in behalf of the trustees that they were perfectly ready to shew the books to any one.

The Commissioner declined interfering in any discussion on the subject of the trustees, but observed that if any application was made to him for the books, he must make an order against the assignees for their production.

An order was then passed for the trustees to attend next Court day for the purpose of being examined.

The Advocate General said that he had an affidavit setting forth that application had been made to the trustees for the books, which had been refused, and thought the better course would be to get an order for their delivery.

order.

Mr. Adam requested leave to put a few questions to one of the partners relative to the trust deed.

Mr. Prinsep having first asked Mr. Adam if he were a creditor, and received an answer in the affirmative, observed that no one could be considered a creditor who was a party to that trust deed.

The Commissioner said that he knew nothing about the trust deed:—if Mr. Adam's name were in the schedule he had a right to be considered as a Creditor.

Mr. Gordon then stated in reply to Mr. Adam's queries, that the trust deed had been executed at the suggestion of the Creditors, that they had acted under legal advice in drawing up the trust deed, and that their legal advisers were Messrs. Turton, Dickens, and Clarke.

#### IN THE MATTER OF JAMES YOUNG AND OTHERS.

Mr. Clarke moved for a rule to shew cause why the order of the 27th of April last should not be set aside, as that order would affect the assignees to a very great amount by depriving them of a commission to which they considered themselves entitled.

The order of the 27th of April alluded to, it will be remembered, directed the Assignees to deliver over to Messrs. Cockerell and Co. certain Company's paper, the property of a Roman Catholic Bishop named Anthony Bezony, without charging the commission customarily charged by Agency Houses on the delivery of such papers. Mr. Clarke applied for the order first on the ground of mission on the part of the assignees, they having omitted to prove that the said papers had been deposited with the firm for many years previous to the failure, which he was now prepared to prove upon affidavit, as well as that interest had been all along drawn on them by the firm; and secondly on the ground that the house would have been

entitled to the commission on their delivery if it had not failed, and that the Assignees now stood precisely in the same situation as the house, and were entitled under the 26th section of the act to every thing to which the house would have been entitled, if still in existence.

The Commissioner refused the order, and said that he had found no cause to alter his opinion. The additional facts should have been submitted at first, and it would be giving rise to a very irregular course of proceeding to reverse an order once passed, because the assignees had failed to adduce facts that he had it in his power to prove. What Mr. Clarke has said had not in the least altered his opinion, but even if it had, to reverse an order because the facts had not been all stated was a thing he never could do.

Mr. Hurry informed the Commissioner that Mr. Ballard had resigned his situation under the assignees, and put in a letter from that gentleman to that effect.

The Commissioner said that he had mentioned on the last Court day that it should be brought formally before him. If it was shown to him on affidavit that Mr. Ballard had resigned, and that Mr. Alexander was doing his duty, he would then take into consideration the propriety of increasing his allowance from the amount formerly allowed to Mr. Ballard.

The application will be made formally on Saturday, the 24th May.

### MEETING OF THE CREDITORS OF THE LATE FIRM OF COLVIN AND CO.

A meeting of the creditors of Messrs. Colvin and Co was held at the house of business of the late firm on the 6th May, in order to select proper persons to be recommended to fill the office of Assignees for winding up the affairs of the concern.

Mr. William Wilberforce Bird having been called on to fill the chair, observed, that it would be unnecessary to waste their time by entering into a detail of the object of the meeting, which it was well known to every one was only assembled to select proper persons to be recommended to the Insolvent Court to fill the office of Assignees, and to receive a statement of the state of the firm.

Mr. McFarlan then read the following statement of the affairs of the firm which had been drawn up in March last.

“Debits due by the House.....Rs. 104,25,000  
Debits due to the House

Military.....	Rs. 1,4,10,000
Civil.....	13,58,000
Medical.....	1,71,000
Miscellaneous.....	23,30,000
Mercantile, Indigo and Indigo Factories.....	65,36,000
	118,05,000

Of which the following are reckoned doubtful and irrecoverable

Military.....	3,74,000
Civil.....	3,01,000
Medical.....	32,000
Miscellaneous.....	7,88,000
Mercantile, Indigo and Indigo Factories.....	32,53,000
	47,48,000

Leaving assets Rs. 70,57,000 to pay debts Rs. 104,25,000. There are mortgages on the houses and Indigo Factories, to the extent of, say, Rupees 9,10,000.

To the above assets may be added unadjusted commission and other gains to the extent of about Rs. Rs. 2,00,000.

The bulk of the above deficiency arises from Shipments of Indigo, reduced value of Indigo factories, and other losses connected with Indigo from 1828 to 1831. We may add however that we have from time to time disposed of or abandoned all which experience has shewn to be unproductive factories; and the others which we knew to be good are again becoming profitable. The value of the debts and factories is estimated to the best of our ability.”

Mr. McFarlan then said that the reading of the above statement was not of any great importance, but that the partners were anxious that the creditors should be made acquainted with the state of the firm; the real business of the meeting was to select assignees, but it was important that the probable out-turn and extent of the business to be managed by them should at least be guessed at, because the meeting would then be better able to come to an understanding as to who were the best qualified, and to decide on the number to be appointed. He had been in communication with a considerable number of the creditors, and had found it to be the general impression that it would be desirable to recommend to the Insolvent Court the appointment of an official gentleman. It was quite unnecessary to enter into all the reasons that had swayed them in their determination; it would be

time enough to do so should the proposed measure appear objectionable to any one present, but he had considered the matter fully, and under all the circumstances of the case, had come to the conclusion that the affairs of the firm could not be more efficiently managed than by the appointment of Mr Elliot McNaghten as sole Assignee in the manner in which he was to be remunerated, and other subordinate points might be taken into consideration at a future state of the proceedings. Mr. McFarlan concluded by proposing to the Creditors at large to recommend Mr. Elliot McNaghten to the Court as a proper person to be appointed Assignee to the estate. The proposal was seconded by Mr. Twentyman.

Captain Vint objected to the nomination of Mr. McNaghten on the ground that he would not be able to devote sufficient attention to the affairs of the estate, as he had too much to do already; and thought that it would be by far the best course to appoint a mercantile gentleman.

Mr. McFarlan said that Mr. McNaghten had been spoken to on the subject, and that he had expressed himself willing to undertake the duties of the office.

Mr. Higgins said that Mr. McNaghten would have the assistance of the partners of the late firm, and if the creditors would only take into consideration that the debts would be much more easily collected, that alone would be sufficient to shew the advantage derivable from the appointment of an officer of the Court.

Mr. McFarlan said that as the proposal had been objected to by a creditor, he would briefly state the reasons why he as well as many others had arrived at the conclusion that Mr. McNaghten was the most desirable person they could fix upon. First premising the satisfaction they felt at the candid manner in which that creditor had expressed himself, as the object of the meeting was that every person should distinctly state his opinion. It appeared to him that by the melancholy circumstance (the failure) they (the Creditors) had become the proprietors of the assets of the firm, and it was evidently not only their duty, but their interest, to consider what were the best means to turn them to account. Mr. McNaghten had been objected to on the ground that he was not a mercantile man, from which it was concluded that he was unacquainted with mercantile business; it was true that he was not a mercantile man, neither had he been brought up to mercantile pursuits, but then it was proposed that the great weight of the details of the business should be conducted by two or more members of the firm, of whose capacity there could be no doubt—if they were to look out for the individuals who could do the work best, where could they get any better qualified than those who had conducted the firm, and who had been habituated to mercantile business from their earliest years. Would it be any objection to them that they were interested parties?—it surely never could, for the feelings likely to press harder on them would be that other individuals had partaken with them in their reverses; they had in common with their constituents suffered a severe calamity—their fortunes had been destroyed, and therefore it would be a consideration to them that every rupee of money that they could bring to the out-turn of the estate would be taking one drop out of their cup of distress. They had an interest in making the most of the estate, and would therefore be the most competent advisers to the Assignee in the mercantile parts of the business. It would be his duty to sift and scrutinize every thing with the most minute exactness, and propositions

would not be adopted by him because they came from them, but because in his opinion they would tend to the benefit of the estate. If on any particular point he felt his want of mercantile knowledge, he would have the opportunity of calling in the best possible advice on mercantile questions. Under these circumstances it appeared to him (Mr. McFarlan) that Mr. McNaghten was the best person they could select to recommend to the Insolvent Court to be appointed Assignee.

Captain Courtayne objected to the recommendation of Mr. McNaghten unless he would give up his official business, and even in that case observed that it would be necessary to associate a mercantile man with him. He also thought that it would be but fair to appoint Assignees from the Civil and Military services. The speaker then rambled into a long discussion, amidst repeated cries of "question! question!!" on the most advisable plan to remunerate the Assignees, whoever they might be, contending that a per centage was the best mode, and maintaining that a salary was a premium on spinning out the proceedings, in illustration of which he instanced several cases.

Mr. Longueville Clarke said, that he had much pleasure in seconding Mr. McFarlan's motion, and that he had come there precisely with the same intention, without however having had any previous communication with any one on the subject. He had come to this determination from having observed the inconvenience that had attended the winding up of the affairs of Messrs. Palmer and Co. and from knowing that the greatest satisfaction had not been given to the creditors of the estate of Alexander and Co. He was far from intending to say any thing disrespectful against the Assignees in either case, but had merely come to the conclusion from having observed that those two firms had been managed so as not to give general satisfaction. Considerable objection might be raised to the appointment of Amateur Assignees, if he might use the term—gentlemen in the military and civil services, who were not accustomed to this line of business; but no such objection could in justice be raised against Mr. McNaghten, who was particularly used to it, having been for a considerable time Assignee to the Insolvent Court, where he had probably had more experience in the management of Estates than any one in Calcutta. His not being in the civil or military service was a point in his favor, as he was not likely to be prejudiced in favor of any particular class, and his long previous training rendered him peculiarly fitted for the office. Besides having been for a length of time Assignee to the Insolvent Court, he had been for six or seven years receiver to the Supreme Court, where notwithstanding the multifarious estates that had gone through his management, he had given universal satisfaction to the Bench, the Bar, the officers of the Court, and the suitors; and in no one instance had he (Mr. Clarke) ever heard a breath against him. Mr. Clarke then passed a flattering eulogium on the several members of the McNaghten family, of which he affirmed that Mr. Elliot McNaghten was not the least conspicuous. He knew no man that was more experienced, and from the length of time that he had held the before mentioned situations, he knew no man more qualified for the office. In reply to what had been said by one of the Creditors he would observe, that a man could never have too much occupation if he had a proper method of conducting it. To a man who worked with method and arrangement, it did not matter what was the extent of his business—he could discharge much as easily as little, and such a man he believed Mr. McNaghten to be; if to this was added the assistance he would receive from the part-



ners, there could be no doubt that, with his efficient and well conducted establishment, he would give universal satisfaction.

Dr. Tytler thought that it would be advisable to associate a mercantile man with Mr. McNaughten, and he begged to propose Mr. Adam Smith.

Mr. McFarlan said, that if Dr. Tytler was disposed to press the point, he was sorry to say that the proposition would probably not succeed, as Mr. McNaughten had told several of the Creditors that, however willing he was to do every thing in his power for the benefit of the estate, he would not be able to undertake the office if any private individual were associated with him. He therefore trusted that Dr. Tytler would not press his amendment.

Dr. Tytler then withdrew his amendment.

Mr. Clarke said that he was certain that Mr. McNaughten could not accept the office if associated with another, and for this obvious reason—he had already a large establishment for the winding up of Insolvent estates, which establishment he would be obliged to increase, on undertaking the one of the firm in question, thus if any person were associated with him, that person would have an equal control with him over an establishment which was kept up for this estate in common with many others. With reference to the person suggested, he believed that he was a member of the firm of Ferguson and Co. and if that was the case, he must say, as he had before said on a similar occasion, that he had a decided objection to the appointment of any member of another Agency house.

Captain Vint then proposed as another amendment that Mr. Goddard be associated with Mr. Elliot McNaughten.

This amendment was seconded by Mr. Brae, but it was open to the same objection as the former one. It was however put to the vote and lost.

The original motion, namely, "That a recommendation be made to the Insolvent Court that Mr. Elliot McNaughten be appointed sole Assignee for the administration of the affairs of the late firm of Colvin and Co?"—was then put, and carried by a very large majority.

The Chairman then read the petition which had been prepared for the Insolvent Court, and requested these gentlemen who had supported the recommendation to remain and sign it.

A Meeting of the Creditors of Messrs. Colvin and Co. was held on the 17th May at the house of business of the late firm to take into consideration the remuneration proper for the Assignee, and other matters connected with the estate.

Mr. William Witherforce Bird on being called to the Chair opened the Meeting by stating that it had been assembled to settle the salary that it would be advisable to allow the Assignee for winding up the affairs of the concern, and to determine the amount to be allowed for office establishment. Among those who had previously discussed the subjects to be determined, it had been thought that the best course would be to pay the Assignee by a salary at about the rate of a thousand rupees a month, and that it would require about the same monthly amount for the expenses of the establishment. It would be necessary also to provide for the subsistence of two of the partners whose assistance would be requisite in bringing affairs to a close, the other two, though they were willing to render all the assistance in their power, had declined receiving any remuneration,

they being already provided for. Those were, he believed, the points to which their attention was required, and any gentlemen who had anything to propose would be pleased to make their sentiments known.

Mr. McFarlan said, that he had taken a little trouble to come to a right understanding on the state of the affairs, both for his own interests, which were not very great, and for the purpose of endeavouring to come to a conclusion as to what would be the best mode of proceeding for the benefit of the creditors at large. The partners, it was hardly necessary for him to say, were anxious that the best should be the best possible return, and it had appeared to several creditors that the best possible means of attaining that desirable object would be to pay the Assignee partly by salary and partly by commission. The payment of an assignee by salary was objectionable, inasmuch as it put the temptation in his way of protracting the proceedings. He did not speak with reference to the present Assignee, than whom, in his opinion, a more honourable man did not exist, but he spoke of the general principle as it affected the influence of human nature, and on that ground he did not think it proper that the remuneration should be wholly by salary. On the other hand a remuneration by commission was liable to another objection which was that it might tempt a person to bring the affairs too rapidly to a close, so as to be able to collect the assets as soon as possible, conclude the business, and take possession of his commission, of which a smaller proportion might be perhaps more advantageous to him at an early period than a larger at a more distant one. It was then thought that these two evils might be counterbalanced by awarding a remuneration partly by commission and partly by salary, in which case it was supposed that the temptation attendant on the one side would neutralize that on the other. With this view it had been suggested that a thousand rupees a month would be a fair and proper remuneration to be made up by a salary of five hundred rupees a month, and a commission of five per cent, which it was supposed might give about five hundred more, but on more mature consideration this plan had been found impracticable, as it was quite impossible to say to any degree of certainty, what assets the estate would yield, and what time it would take to bring the affairs to a close. Under these circumstances he thought the best course they could adopt would be to recommend to the Insolvent Court to allow Mr. McNaughten a salary of one thousand rupees a month for one year, at the close of which he himself would most probably be able to furnish them with some distinct data as to the probable return, by which they might be able to come to a more satisfactory conclusion. Mr. McFarlan then proposed, "that it be recommended to the Insolvent Court to allow Mr. McNaughten a salary of one thousand rupees a month for one year."

Captain Courtenay said, that before proceeding any further he should like to put a few questions to the partners of the house, which he would have put at the last meeting, had he not been prevented by being arrested and clapped into the petty Court jail. The abstract statement of the affairs of the house submitted at the last meeting appeared to have been drawn up in March last, at which time it was to be presumed that the partners must have been aware of the state of their affairs, and it had been rumoured that they had since made shipments of specie and property to England, which had given rise to an impression against them, —he would therefore wish the partners to answer the question

—had they shipped any property or specie for England since they had made up the accounts in March last? also, when were the mortgages executed for four lakhs and a half?

Mr. Alexander Colvin replied, that the mortgage for seven lakhs had been executed in December 1831, and that for two lakhs, very recently, for carrying on the current business of the establishment. In reply to the other question he stated that certain emptying papers had been deposited with the firm by two parties now in England as trust property, and that the amount had been remitted to them at their desire, to one party in bills, and to the other party in specie. This house had nothing to do with the property in question further than keeping charge of it as trust property. With reference to the abstract alluded to as having been made in March, he begged to say that it had been made since the house had stopped payment, but that it had been dated March, as that was the latest possible period to which they could bring up the affairs of the house.

Captain Courtayne expressed himself perfectly satisfied with this explanation, and after advising only one to the estate from paying the Assignee by a monthly salary, advised that whatever was given should be given by way of commission, which should be adequate to cover all expenses of establishment. It was then explained to Captain Courtayne that no distinct data could be obtained to shew what would be the probable outturn of the estate, so as to enable them to form an estimate of what a commission would yield; and that there was reason to suppose that the assets would be so small, that any thing like the usual rate of commission would leave the Assignee considerably out of pocket at the close of the concern.

Captain Courtayne still insisted that a commission was the best mode of remuneration, even if it was necessary to extend it to twenty five per cent., and proposed as an amendment "that twelve per cent. on all dividends made, be allowed to the Assignee as remuneration to himself, and to cover all expenses of establishment, law charges excepted."

Mr. McFarlan repeated his former arguments against remuneration by commission alone, but observed that if a specific commission was to be given they would shew the assets very prodigal in granting it to so enormous an extent as twelve per cent. particularly when five per cent. had been considered sufficient in the case of McIntosh and Co. In making the estimate it certainly had appeared to him that any thing short of ten per cent. would not be an adequate remuneration, but as he had said before there was a general objection to fixing a specific rate, as it was impossible to judge what the outturn the estate would be. Mr. McNighten had himself suggested that they should give him five per cent. upon the gross assets, but he did not think it would be fair to take him at his word, as he would in all probability be a loser by the bargain; and yet they were under such uncertainty, that he did not think they would be justified in granting any other per centage.

Captain Courtayne said that he was very willing to alter his amendment to ten per cent. instead of twelve.

The amendment was then put to the vote and lost.

Mr. Plowden then proposed the following additional amendment, which was seconded by Captain Vint. "That a commission of five per cent. on all dividends made be allowed to the Assignee as re-

muneration for his services, and to cover all other expenses, law charges excepted."

Mr. McFarlan said that it would be impossible to form any thing like a just appreciation of what would be the dividends in a given number of years, and if they were willing to be guided by experience he need only refer them to the case of Palmer and Co. which in three years and a half had only yielded dividends to the amount of forty one lakhs, or twenty two per cent. If the amendment was passed he felt assured that the assignee would be out of pocket.

In reply to a question from Mr. Plowden, Mr. McFarlan said, that it was calculated that the estate would yield about forty eight lakhs of assets. "Then," observed Mr. Plowden, "how can he be out of pocket? For that sum at five per cent. would yield upwards of two lakhs, which would not only cover all expenses, but leave him a very adequate remuneration."

The amendment was then put to the vote and lost, after which the original motion "that a recommendation be made to the Insolvent Court that Mr. McNighten be remunerated at the rate of one thousand rupees a month for one year, at which time the question will be open for reconsideration," was put and carried.

Mr. McFarlan then observed, that the next thing to be considered was the amount necessary to be allowed for the establishment. It had been suggested that a thousand rupees a month would be sufficient to cover all expenses, law charges excepted, after the first three or four months, but as at the commencement there would be much extra work such as making up the schedule &c. it would be necessary to increase that sum till the press of business was reduced; he would therefore propose "that one thousand rupees a month be allowed for the office establishment, with leave to the assignee to increase it for the first few months to such amount as may be indispensably necessary, it being understood that all saving from the above allowance shall go to the benefit of the estate." This motion was seconded by Captain Courtayne.

After much desultory discussion Mr. Plowden proposed as an amendment, "that a monthly sum of one thousand rupees be paid to the assignee for his establishment"—observing that he might apply for more if he found that too little.

In reply to a question from Captain Courtayne, Mr. Colvin stated that the expense of the establishment of the last twelve months had been at about the rate of four thousand rupees a month, and that it was his opinion that one thousand a month would be sufficient under the Assignee, excepting for the first few months, during which many expenses must be incurred that would not afterwards be necessary.

Mr. Plowden's amendment was then put and lost, after which the original motion was put and carried by a large majority.

Mr. McFarlan next called the attention of the meeting to the allowance to be granted to the partners of the house for their services in assisting to wind up the affairs. There were only two of them who would require any salary, the others having declined all remuneration. The two first would receive whatever was awarded clearly and indisputably for the services they would render. There was much difference of opinion as to the amount that it would be advisable to allow them, some thinking that four hundred rupees a month was a just and fair remuneration, while others thought that it was altogether insignificant and absurd. However the

partners had themselves decided the point by saying that four hundred rupees was quite enough, and declaring that they would not receive more. He would therefore propose "that the sum of four hundred rupees a month be allowed to Mr. Alexander Colvin, and to Mr. Ainslie, during the period that services may be required by the Assignee, it be ~~closed~~ <sup>closed</sup> any allowance." This motion having been seconded by Mr. Bruce was put to the vote and carried unanimously.

Captain Vint then questioned the partners as to what was the nature of certain powers which he understood had been sent to Calcutta from James Colvin, Messrs. Bazett, Colvin and Co. and William Butterworth Bailey. Mr. Anderson replied, that the Messrs. Cowies were acting under a power from Remington and Co. of Bombay, who as the attor-

neys of Bazett, Colvin and Co. had substituted a power to the Messrs. Cowies; but there had been no such powers as those spoken of received from England. Mr. Plowden said, that he had heard that several bills drawn by Bazett and Co. on Colvin and Co. had been paid since the failure, and he wished to know whether that was the case or no. Mr. Anderson in reply informed the meeting that Messrs. Remington and Co. had forwarded funds to meet the bills to the London house, and that the payment had not come from the funds of the estate.

When the proceedings commenced there were twelve persons present, which number afterwards increased to about twenty-five many of whom signed the petition to the Insolvent Court previous to leaving the room.

### MEETING OF THE CREDITORS OF MESSRS. MACINTOSH AND CO.

Pursuant to the order of the Insolvent Court, a meeting of the Creditors of the late firm of Macintosh and Co. was held on the 10th May. On the motion of Mr. Adam which was seconded by Mr. Plowden Mr. Parker was called to the Chair.

The Chairman said that he was very happy to comply with the wishes of the meeting though he must repeat what he had before said that it was better to do as well as he could than to waste the time in making excuses. He however wished one question to be decided before taking possession of the Chair. he had attended the meeting with the intention of proposing a particular individual to be recommended as an Assignee, and if his office of Chairman would at all interfere with his right as an individual creditor he must beg to decline the honor, however willing he was to meet the general wish. The meeting having decided that there could be no possible objection to his proposing any one he thought proper the Chairman proceeded to read the following minutes of the Fourteenth Meeting of the Inspectors held on the 9th of May instant,

\* Present Messrs. Dunlop, Cockerell, Holroyd, Kennedy, and Adam.

The Inspectors having met in anticipation of the meeting of Creditors to be held to-morrow at the request of the Insolvent Court—Resolved, first— "That Mr. Gordon be requested to make a statement at the meeting of the present condition of the estate and of the objections that exist on the one hand to the abandonment, and on the other to the maintenance of the trust deed."

"2nd—That on a consideration of the statements submitted by Mr. Gordon, a majority of the Inspectors are of opinion, that an attempt should be made to ascertain the validity of the deed in the Supreme Court, and it held valid, to conduct the affairs of the estate under the authority it confers."

"3rd—That Messrs. R. C. Jenkins and R. H. Cockerell be proposed to the creditors to be recommended for nomination as assignees in the confidence that pending the settlement of the question by the Supreme Court, they will not unnecessarily obstruct the working of the Estate beyond what their duty, acting under the authority of the Court, may appear to them to require."

Mr. Gordon then gave a lengthened statement of the several advantages that would arise from continuing to act under the letter of license, if pos-

sible and of the advantages to which the estate would be liable by throwing it into the Insolvent Court, but as most of the arguments have been repeatedly canvassed, we prefer devoting the short space of time, the lateness of the hour at which the Meeting broke up leaves at our disposal, to the result than to a detail of them.

The Chairman said that the best thing that the meeting could do would be to second the recommendation of the Inspectors observing that the resolutions read had been carried by a majority.

Mr. Dick said that most people thought it impossible to keep the estate out of the Insolvent Court and that it was better to let it remain there. He must at the same time object to the proposed Assignees, who had given enough of dissatisfaction already.

Mr. Adam then proposed, "That the recommendation of the inspectors to try the validity of the trust deed be supported by this meeting." Mr. Plowden seconded the motion observing that they ought to do every thing in their power to keep the estate out of the Insolvent Court, which was in his opinion the most amiable Court in the world for an estate to get into. He also mentioned that it was the advice of Mr. Turtin that it should be kept out if possible. The motion was then put and carried.

Mr. Lewellyn said that it would be advisable before carrying the motion, to ascertain what the inspectors had been about since their appointment which took place four months ago.

Mr. Adam said in reply that the book of their proceedings was on the table for the inspection of any of the creditors, but that their labors had been so multifarious that it would take up too much the time of the meeting to read them out. He however took the opportunity of saying that much more would have been done if obstructions had not been placed in their way. When the legitimacy of their power was decided by the Supreme Court they would no doubt be able to do much more, but till then it could not be expected that the inspectors could do so much for the estate under disputed powers as, as they could if their authority had been undisputed.

Mr. Plowden proposed "that the recommendation of the committee be adapted" but subsequently

\* Nominating the persons to be recommended to the Insolvent Court as Assignees.

withdrew his motion to allow the number of the assignees to be appointed and the mode of their remuneration to be discussed.

Mr Adam then proposed, "That the remuneration to be awarded to the assignees be not less than Rs 1,000 per annum. This motion was seconded by Mr. Holooyd."

After much discussion the following amendment was proposed by Captain Forbes seconded by Dr Grant and carried, "That the total remuneration of the assignees including establishment and exclusive of law expenses be limited to five per cent on the dividends made."

After much more discussion on the merits of several persons proposed and the number of assignees it would be advisable to recommend Mr Adam wished to offer a few observations before the meeting came to a decision on these heads. As one of the inspectors he could have no objection to the two gentlemen originally proposed, but of whose qualifications he was entirely satisfied yet he did think it ought distinctly to be understood from every person put in nomination whether or not it was his intention to abide by the law already expressed by a vote of the meeting. In the first place he must premise that the resolution passed by the Inspectors to keep the estate out of the Insolvent Court if possible was not passed unanimously but against a minority of two, who were decidedly for throwing it into that Court. Messrs. Cockerell and Holooyd were the persons who cast the deciding vote; and such being the case he certainly thought, after the resolution passed by the meeting, that those gentlemen, if put in nomination, ought to pledge themselves to conform to the wish of the Meeting expressed in that resolution. He was desirous that this understanding should be put to them, that they might fully understand one another as well as to any other persons who might be proposed, being fully satisfied that they would candidly state their intentions. Of the two persons originally proposed he thought the preference ought to be given to Mr Holooyd, as Mr Leyburn had uniformly expressed his conviction that it would be best for the Insolvent Court to have the management of the estate; having that opinion he could not be entrusted by them with the execution of measures which had for their object the keeping of the estate out of that Court.

Mr Cockerell expressed himself ready to do every thing that lay in his power for the benefit of the estate and pledged himself not to put any impediments in the way of the trust deed till its validity was finally established or disallowed. The remainder of the nominees made a similar profession and pledge.

It having been decided that three persons should be recommended for assignees the meeting was about to proceed to ballot for them when Captain Forbes proposed Messrs Cockerell Jenkins and Holooyd as fit and proper persons.

Mr Dick proposed as an amendment "that all three be put aside and that three others be proposed." The reasons he alleged against Mr Cockerell were rather too libellous for insertion. Mr Holooyd he observed was but recently arrived, and was neither lawyer nor merchant.

Mr Smith the Attorney said, that he knew no thing about Mr Holooyd having never seen him before and therefore any thing he might say must be attributed only to the necessity he felt himself under of publicly expressing his sentiment for the general good. They had not assembled there to support any particular class, but the general body

of creditors of whom the widows and orphans who could not speak for themselves were not the most inconsiderable part, and therefore he thought they had a higher duty to perform than the bandying about of compliments. He was aware that there was a great deal of secret and private influence exerted in Calcutta perhaps more than in any other part of the world but they ought to consider the station in which they stood, and exert themselves to put down that influence. It was all very well for people to speak well of their friends but they ought to remember that they had a public duty to perform. Mr Holooyd was a lawyer! Did they want a lawyer to guard their interests? he said no. Mr Holooyd could do nothing for them that another person could not do equally well for in any thing in a professional way had to be done, either he or any one else must employ an attorney. Who was Mr Holooyd? he had just arrived in this country—he had power and influence but who knew any thing about him? On these grounds he thought it his duty to object to Mr Holooyd, (great applause.)

Colonel Dunlop perfectly agreed with Mr Smith and observed that they ought not to elect assignees on personal considerations. It was well known that a great deal of canvassing had been going on for which reason he disapproved of the ballot, and thought that the meeting ought to be guided by the merits of the persons proposed and their merits comparatively considered.

Flounden thought Mr Holooyd was not precisely because he was a lawyer, but that it was all the same to him whether he was a lawyer or not, he knew any thing about him.

Mr Adam said, that the services of the assignees would be indispensable to the assignees in the event of the affairs going into the Insolvent Court, but it was not their desire to receive any remuneration for the services they proposed carrying on business for their own support. As however their services would most probably be required, it would be desirable to know from them with what individuals they would be most disposed to co-operate.

Mr Gordon said, that any of the six individuals proposed would be fully competent to carry the affairs without their assistance though they were perfectly willing to afford it when required.

It was then decided that the persons to be recommended as assignees should be elected by ballot. While the election was proceeding Captain Steel made the following proposition which was seconded by Captain Forbes— "That in the event of the estate going into the Insolvent Court the Court be recommended to allow to the partners a salary of five hundred rupees a month each in remuneration of their services as long as they may be required."

Mr Gordon expressed his unwillingness to burden the estate by the acceptance of any such salary observing that if the assignees required their services the Court would be enabled to remunerate them out of the commissions already awarded.

As Captain Steel would not withdraw his motion, Captain Dalrymple made the following amendment— "That it does not appear necessary with reference to the statements of the partners of the firm, that the estate should be burthened with any further expenses on account of establishment than the five per cent upon all dividends already proposed and carried."

Captain Steel was recommended on all sides to withdraw his motion which he declined, when Mr.

\* Messrs. Jenkins, Cockerell, Holooyd, Leyburn, Allan, and Dave

Gordon observed that he never could give his countenance to such a motion, which he considered inconsistent with the one already passed; and he felt himself bound strenuously to oppose it, lest it might for a moment be supposed, that it had been made with his or his partners' sanction. He then instanced the case of Palmer and Co where the partners had been remunerated by the assignees, when their assistance was required, out of the 5 per cent. If the assignees required their services, they could of course remunerate them out of their commission, but he could never consent that the estate should be burthened with a pension for the partners.

Captain Steel was then persuaded to withdraw his motion on which Captain Dalby withdrew his amendment likewise.

At the conclusion of the ballot, the following number of votes appeared in favor of the several candidates.

Mr. Cockerell	131
Mr. Jenkins	122
Mr. Holroyd	113
Mr. Leyburn	74
Mr. Dove	27
Mr. Allan	25

Messrs. Jenkins, Cockerell and Holroyd were declared duly elected, and the meeting then broke up. We left a number of gentlemen in the room busily employed in signing the petition to be presented to the Court this day (the 11th May.)

### TRIBUTE TO SIR WALTER SCOTT.

A Meeting was held at the Exchange rooms on Saturday the 11th May, to take into consideration the best method of procuring subscriptions for the purpose of erecting a monument to the memory of the late Sir Walter Scott.

Sir John Peter Grant was called to the Chair, and opened the meeting by stating the object of his assembly. After a flattering panegyric on the works of the deceased author, he read an extract from the circular soliciting the support of all who were desirous of paying a tribute to the memory of departed genius.

It was then proposed by the Venerable Archdeacon Corrie "that the meeting take into consideration the most effectual means of testifying its sense of the loss sustained by Sir Walter Scott's demise." This resolution having been seconded was carried unanimously.

It was then proposed to raise subscriptions and transmit the funds collected to Scotland, to aid in erection of the Edinburgh monument already determined on by the British people, or to be devoted to the preservation of Abbotsford in the family of the deceased Poet. This proposition having been put in the form of a resolution, Mr. Parker expressed his opinion, that it would be more grateful to the feelings of the people of India, if a monument were erected with the same view in Calcutta, as the natives would thereby be able to observe, how we appreciated those persons who had rendered themselves useful in the peaceful walks of literature. Mr. Parker then embodied his sentiments in the form of an amendment, which was seconded by Mr. Plowden. Several persons opposed the amendment on the grounds of the division of interest that it would excite, and one thought that no place could be so proper as the "Heart of Midlothian" for the erection of a monument to the memory of the author of the "Heart of Midlothian."

Mr. Stoequeler thought, that the necessary sum would have been raised long before the subscriptions of the Indian public could reach the spot; but Dr. Grant observed in reply, that the Committee in Edinburgh would not have appealed to that public, if they had not intended to await answer.

Mr. Parker's amendment was then put and carried by a large majority, but considerable difference of opinion appearing as to the feasibility of carrying it into execution, it was finally resolved, "That a Committee be formed to raise subscriptions, the particular application of which shall be determined at a future and more general meeting."

A Committee was then elected, and several subscriptions were entered before the meeting broke up.

After our Reporter had sent the above report, we were requested by the Secretary of the Committee to give publicity to the following Resolutions:—

1st.—Moved by Mr. C. K. Robinson, seconded by Archdeacon Corrie.—That this meeting entertains the highest sentiments of admiration of the character, genius, and talents of the late Sir Walter Scott, whose works have done so much to exalt and extend the literature of his country, and spread his fame to every portion of the civilized world.

2d.—Moved by Sir J. P. Grant, and seconded by Mr. Robinson.—That a committee be appointed to promote and receive a subscription, in India, for the purpose of establishing a lasting memorial worthy of his great name.

3d.—Moved by Sir J. P. Grant, seconded by Mr. Beattie.—That the following Gentlemen be the Committee, Secretary and Collector, to carry the foregoing Resolutions into effect.

The Hon'ble Sir C. Metcalfe.  
Sir John Peter Grant.  
The Ven. Archdeacon Corrie.  
G. J. Siddons, Esq.  
D. Macfarlan, Esq.  
The Revd. James Charles.  
The Revd. John McQueen.  
T. J. Plowden, Esq.  
Captain Forbes.  
Dr. Grant.  
H. M. Parker, Esq.  
J. H. Stoequeler, Esq.  
Lieutenant Colonel Dunlop.  
Secretary and Collector.  
C. K. Robinson, Esq.

4th.—Moved by Mr. Plowden, and seconded by Dr. Grant.—That so soon as subscriptions, in the Collector's hands, amount to Rupees 200, they shall be transmitted to the Bank of Bengal, and placed in an account to be opened in the name of the Committee.

5th.—Moved by Mr. Parker, and seconded by Mr. Macfarlan.—That on the realization of a fair proportion of the subscriptions which may be anticipated, a meeting of the subscribers be called by the Committee, to determine whether it is most advisable to transmit the amount to the Edinburgh Committee, or to appropriate it to the erection of a Monument in the Capital of British India, which may

convey to our Native fellow subjects and posterity the affectionate admiration entertained by the British Inhabitants of the Bengal Presidency, for Sir Walter Scott

6th.—Moved by Archbishop Corrie, and seconded by Lucas, Colonel Dunlop—That Subscription Lists be left at the several Public Rooms in Calcutta and copies of the proceedings of this meeting be sent to the principal Stations in the Presidency,

and that the Committee be authorized to incur the necessary expenses in carrying this into effect

7th.—Moved by Sir John Grant and seconded Mr. Siddons—That the several Newspapers of the Presidency be requested to publish these Resolutions

8th.—Moved by Mr. Parker and seconded by Mr. Plowden—That the thanks of the Meeting be given to Sir John Grant, for his able conduct in the Chair.

## THE TOLA OR SICCA WEIGHT.

PORT WILLIAM, FINANCIAL DEPARTMENT, THE 13TH OF MAY 1833

The following copy of a proposed Regulation read in Council in their sitting on the 13th May, is published for general information

A Regulation for altering the weight of the new Furrukabad Rupee and for assimilating it to the Furrukabad Rupee current at the Saugor Mint and to the currency of the Madras and Bombay Presidencies, for adjusting the weight of the Calcutta Sicca Rupees, and for fixing a Standard Unit of weight for India

By a Resolution of the Governor General in Council, dated the 10th of September 1824, the Furrukabad Rupee was ordered to be coined of 180 Grains, 160 fine and 15 alloy, and was declared the legal currency of the Saugor and Norbuddah Territories, and all coinages of that Rupee have been struck at the Saugor Mint since the above Resolution was passed, of the weight and Standard Unit therein specified. At the same time the Furrukabad Rupees issued from the other Mints of the Honorable Company have been coined to conform with the Standard described in the 5th Section of Regulation XI 1811 so that at the present time at the Furrukabad Rupees fabricated at the Mints of Saugor and Calcutta respectively differ though in a very slight degree, from each other in weight and intrinsic value, while in the provinces where they are current they circulate at par. It is expedient to correct this discrepancy and to assimilate the Furrukabad Rupees struck at the Calcutta Mint to the Furrukabad Rupees of 180 Grains 160 fine and 15 alloy struck at Saugor which circulates precisely with the new currency of the Madras and Bombay Presidencies. It is likewise convenient to make a trifling alteration in the weight of the Calcutta Sicca Rupee as prescribed by Clause 1 Section I Regulation XIV 1818. It is further convenient to introduce the weight of the Furrukabad Rupee as the Unit of a general system of weights for Government transactions throughout India, and as the Native and well known denomination of "the Tola"

The following rules have accordingly been enacted by the Governor General in Council to be in force from the date of their promulgation

II. So much of Clause 2 Section I Regulation XIV, 1818 as fixes the weight and Standard of the Northern *Sicca* Rupee and of Regulation XI 1819 as fixes the weight and Standard of the Furrukabad Rupee, is hereby rescinded.

III. The weight and Standard of the Calcutta Sicca Rupee and its subdivisions and of the Furrukabad Rupee, shall be as follows

	Weight	Fine	Alloy.
Calcutta Sicca Rupee	192 <i>grs</i>	176 <i>grs</i>	16 <i>grs</i>
Ditto half	96	88	8
Ditto quarter	48	44	4
Furrukabad Rupee	180	165	15

and its fractions in proportion being 11-12th pure and 1-12th Alloy

IV. The use of the *Sicca* Weight of 176 *grs* Grains hitherto employed for the receipt of Bullion at the Mint, being in fact the weight of the Furrukabad Rupee of the old Standard which was considered as the *Sicca* Currency of the Honorable Company's Provinces of Bengal, Behar and Orissa, shall be discontinued, and in its place the following Unit, to be called the Tola, shall be introduced, which from its immediate connection with the Rupee of the Upper Provinces, and of Madras and Bombay, will easily and speedily become universal through the British Territories

The Tola or *Sicca* weight to be equal to 180 grains Troy, and the other denominations of weight to be derived from this Unit, according to the following scale, viz

8 Ruttees = 1 Masha = 15 Troy grains.

12 Mashas = 1 Tola = 180 ditto

80 Tolas (or *Sicca* weight) 1 *Ser* = 2½ lbs Troy.

40 *Sers* = 1 Mun or Bazar Maud = 100 lbs Troy.

V. The calculation of the produce of Bullion at the Mints of Saugor and Calcutta will be made in accordance with the system herein proposed subject to the duty or seigniorage of 2 per cent already provided by the Mint Regulations and in the case of Bullion below Dollar Standard or more than 600ths worse subject to a further Mint charge to cover the expense of refining it up to Standard purity it being optional with the Proprietor of the Bullion to refine it out of the Mint, or to pay the seigniorage charge according to established rates

VI. The system of weights described in Section IV of this Regulation is to be adopted at the Mint and Assay Offices of Calcutta and Saugor respectively in the adjustment and verification of all weights for Government or public purposes, sent thither for examination

G. A. BUSHBY Offg Secy. to Govt.

## COTTON AND SILK PIECE GOODS.

*To the Right Honorable the Lords of his Majesty's Privy Council for Trade, &c. &c.*

The humble Petition of the undersigned Manufacturers, and Dealers in Cotton and Silk Piece Goods the Fabric of Bengal

Sheweth,—That of late years your Petitioners have found their business nearly superseded by the introduction of the Fabrics of Great Britain into Bengal, the importation of which augments every year to the great prejudice of the native manufacturers.

That the Fabrics of Great Britain are consumed in Bengal without any duties being levied thereon to protect the native Fabrics.

That the Fabrics of Bengal are charged with the following Duties when they are used in Great Britain.

On Manufactured Cottons—ten per Cent.

On Manufactured Silks—twenty per Cent.

Your Petitioners must humbly implore your Lordships' consideration of these circumstances and they feel confident that no disposition exists in England to shut the door against the industry of any part of the Inhabitants of this Great Empire.

They therefore pray to be admitted to the privileges of British subjects and humbly entreat your Lordships to allow the cotton and silk Fabrics of Bengal to be used in Great Britain "free of duty," or at the same rate which may be charged on British Fabrics consumed in Bengal.

Your Lordships must be aware of the immense advantages the British Manufacturers derive from their skill in constructing and using Machinery which enables them to undersell the unscientific Manufacturers of Bengal in their own Country, and although your Petitioners are not sanguine in expecting to derive any great advantage from having their prayer granted—their minds would feel gratified by such a manifestation of your Lordships' good will towards them, and such an instance of justice to the natives of India, would not fail to endear the British Government to them.

They therefore confidently trust that your Lordships' righteous consideration will be extended to them as British subjects without exception of sect, country or color.

And your Petitioners, as in duty bound, will ever pray.

## SAUGOR.—LOCAL INTELLIGENCE FOR MARCH.

*(From the Correspondent of the Harbans.)*

CAME VIA SAUGOR, APRIL 1833.—The several Regiments at this station were last month inspected by the General in Command, and we are led to understand, that he was highly satisfied with the soldierly appearance of the troops when under arms—and the precision with which the various evolutions were performed.—It would be ludicrous to make comparisons, but this much we must say, that we were particularly gratified with the admirable movements of one of the Regiments, which was also remarkable for style of dress and accoutrements, that would have been creditable to any service;—but it was the military sequence of the manoeuvres, (if we may coin a phrase) that struck us as particularly well adapted for illustrating the object of each evolution in meeting or repelling an attack under various circumstances.

While full of the Infantry manoeuvres we had witnessed, and in our mind applying them to the emergencies of actual warfare against a disciplined enemy, we were called to attend a military spectacle of a nature still more interesting to the Indian officer, who views the operations of a campaign under its various phases of advance and retreat of tactical combination, and of desultory warfare. The military exhibition to which we allude was, the review of a corps of irregular Cavalry; and, we must confess, that much as we had heard of the beautiful horsemanship and skill of these Hindoostanee troopers, our expectations were more than realized: indeed, judging from the martial appearance of these warriors—their individual activity—and, above all, their moral feeling and devotion to their chief, we would be inclined to pronounce the Hindoostanee Local Horse to stand unrivalled as Irregular Cavalry—unless we except the Manikloks and Dolhees of the Turks as they were in former days.—The Cossacks will find when they come amongst us that they have much to learn from these partizan warriors not only in the use of the lance, but in the management of

the bow. In the latter branch of the art even the Hindoostanee equestrian would find his match in the Anglo Hindoostanee suwar.

These military reviews were followed by the usual festivities—but the brilliant fête given on St. Patrick's day by five gallant sons of the Emerald Isle stands pre-eminent among the many festive scenes that have of late enlivened this very gay station. The weather during the last month has been agreeably cool, and we understand that the thermometer in an exposed situation has not yet attained a maximum above 90°. Respecting the climate however we shall have more to communicate on the commencement of the sickly season.

We are informed that a party of antiquarians now engaged in making researches in the remote parts of this district have discovered an ancient temple of a curious and obsolete style of architecture and bearing Sanscrit inscriptions which refer to a period antecedent to the Muhammedan conquest. We have seen a communication from these travellers who describe in glowing terms the picturesque country through which they have passed, abounding in hill and valley, wood and lake; but those features of nature, which the lover of the picturesque views with such interest, will become the allies of death to the traveller who may attempt to penetrate them in the season of rain and malaria. Several parties of Trigonometrical surveyors have lately passed through this station with the view we believe of carrying on the grand operations of the late Colonel Lambton. The present chief of the department has himself taken the field, and judging from the appearance of the Trigonometrical encampments, we suppose these operations respecting the object and utility of which we are in a state of ignorance—are to be carried on upon a grander scale than heretofore. We have heard that this survey commenced its operations many years ago at Trichinopoly whence it has derived its appellation—for we hear it termed at this station the great Trichinopoly survey.

## INDIGO MART,—MAY 1, 1833.

## NO. 1.—REPORT UPON THE CROP OF 1833.

The accounts from the different provinces during the past month have been of the most varied nature, but we may say that up to the 13th they were universally unfavorable: on that and following days however, rain seems to have fallen over almost every Indigo district, in some places plentifully on others scantily, but in a few not a single shower has fallen to refresh the early sowings, and to enable the planter to complete his cultivation, while the violent hot westerly winds have again pretty generally prevailed since the 20th, and the young plant is already suffering on all high and dry lands many of which will require resowing.

In *Dacca* prospects have improved, their October and early sowings are fine.

In *Jessore* sowings have been completed with better prospect of success than most other districts.

From *Nuddeah* complaints are heavy that a further continuance of drought will seriously injure the hopes they entertained of about an average crop; their October plant is suffering severely.

*Moorsheadabad* has scarcely had any rain and an average crop cannot now be looked for from that quarter.

*Rajshye* has been fortunate and expects a pretty good season.

In *Purneah*, *Monghyr* and *Boglepore* complaints are heavy, and an average season not expected.

*Tyrhoot* is so widely spread that its accounts of course are various, but we gather from the best and most authentic sources that their crop generally will certainly fall short of a fair average—while if the draught which was then prevailing up to the 23d, continues, the province will not, allowing for the known reductions in several large concerns, supply more than three fourths of that of last season.

There is not in any province a prospect of equal abundance with the result of last year, while in many there have been important reductions of cultivation. There has likewise been a large reduction in the amount of capital usually devoted to this branch of Agency, and estimating accordingly upon present appearances each district separately in comparison with the detailed report of last year's importations, we conceive ourselves to be warranted in the following estimate for 1833.

	1832.	1833.
West of Tyrhoot, .....	4500	2500
Tyrhoot, &c., .....	23500	17000
Dinapore and Buxar, .....	2500	2000
Purneah, .....	6000	5000
Monghyr and Boglepore, .....	2400	1800
Malda and Rajeshye, .....	7800	6500
Rungpore and Mymunzing, .....	2700	2500
Dacca, &c., .....	7500	6000
Jessore, .....	25500	20000
Moorsheadabad, .....	9600	7000
Nuddeah, .....	21500	18000
Burdwan and below, .....	8500	7000

Maunds 122000 95300

PRESGRAVE AND CO.

## SILK MART,—MAY 1, 1833.

## NO. 27.—REPORT UPON BENGAL RAW SILK.

We have scarcely any thing to report in this trade, nothing has been done for the Europe Market. Very little has been brought to Market although the March bund has been fairly productive—prices continue to be too high at the aurungs to allow of purchases for England.

There are serious complaints of both mulberry plant and worms suffering much from the continued drought, and the following bunds are not expected to be abundant. We subjoin a recapitulation of the Total Imports and Exports of the past year shewing a reduction in the private Trade of nearly half the former year's Exportations—that of the Company being nearly the same. The Exportations to Madras and Bombay have at the same time increased four fold!



*Particulars of Importations and price to April 30, 1833.*

0	0	Cossimbazar—a sale of nearly all the remaining stock at 10-7 per Factory Seer—no stock.
59	14	Radnagore—mostly of March bund imported direct by Madras Traders—part of the remainder has been sold for the same market at 10-10 per Bazar Seer.

59 14

*Exportations of April.*

To London.....	Bales	71	Mds.	122	38
Liverpool.....	"	46	"	90	20
Madras.....	"	33	"	62	20
Bombay.....	"	24	"	60	10

Bales 174 Mds. 336 8

*RECAPITULATION OF TOTAL IMPORTS FROM 1ST MAY 1832 TO 30TH APRIL 1833.**Filature Silk.*

	<i>Company's. Private.</i>	
	<i>Mds.</i>	<i>Mds.</i>
Bauleah.....	1136	492
Commercolly.....	1065	0
Cossimbazar.....	907	294
Gonaten.....	96	0
Hurripal.....	645	189
Jungypore.....	667	0
Malda.....	731	0
Rangpore.....	264	0
Santipore.....	116	0
Sardah.....	527	0
Radnagore.....	1408	1642
Sonamooky.....	855	0
Rangamatiy.....	410	0
Furedpore.....	0	43
Company's.....	8827	2660
Private.....	2660	

Total of Filature Silk.....Maunds 11487*Waste and Country Wound.*

Baule Dohor or double thread.....	19
Do. Ferai.....	160
Cossimbazar do.....	87
Radnagore do.....	129
Do. Chissum.....	3
Do. Waste.....	962
	Mds. <u>1360</u>

*RECAPITULATION OF TOTAL EXPORTS FROM 1ST MAY 1832 TO 30TH APRIL 1833.*

Company's.....	Bales	515	Maunds.	8924
Private to London.....	"	606		1098
Do. Waste.....	"	53		235
Liverpool.....	"	215		413
Clyde.....	"	44		71
Madras.....	"	415		765
Bombay.....	"	304		852
France.....	"	4		4
Grand Total, Bales		<u>6656</u>		<u>12362</u>

*PRESGRAVE AND CO.*



nexed copy of the proposition, which I have the pleasure to add has already been acceded to by the several gentlemen whose names are subjoined, and who have immediately seen the expediency of the measure.

I am, Sir,

Your faithful and obedient Servant,  
T. BRACKEN.

WE WHOSE NAMES are hereunder written, being co-editors of James Young, Thomas Bracken, George Ballard, James Charles Colbrooke Sutherland and Nathaniel Alexander, of Calcutta, in the East Indies, trading under the Firm of Alexander and Company, and thinking it desirable that indulgence of time should be given to the said Firm to enable them to realize their Assets, and discharge their Debts, do hereby agree with each other to unite and concur with the Creditors in India, in whatever arrangement for that purpose may be judged most advisable by the said Creditors in India; And we do hereby severally promise and engage to execute by ourselves or by our Attorneys such deeds or Instruments as may be approved and executed by the said Creditors in India in furtherance of such arrangement as aforesaid, whether in the form of a Letter of License with Inspectors over the affairs of the said Firm, or of an assignment of the Assets of the said Firm in trust or otherwise; subject however to such Covenants, Provisions, and Conditions as the said Creditors shall judge necessary or expedient; one of such Conditions being that the signing of any such Deed shall not prevent any of the Creditors parties thereto, from suing or availing themselves of any remedies they may have against any person or persons besides the Partners of the said Firm who may be liable to pay or be sureties for the payment of the Debts of such Creditors, and none of the Debts of such Creditors, and none of the Debts of any of the said Firm without prejudice to any of the security which such Creditors or any of them may have or be entitled to for their respective Debts: Provided also, that by such Deeds or Instruments the produce of the said Assets, as soon as the same can be realized, shall be secured for and applied to the payment rateably of the Debts due to the Creditors of the said Firm with or without interest thereon as the Creditors in India shall determine: As witness our hands this second day of January,

In the year of our Lord One thousand Eight Hundred and Thirty Three.  
Names of Parties who have already acquiesced and signed.

Fletcher, Alexander and Co.  
Colonel Heathcote  
Colonel Thomas Wilson  
Major David Wilson  
Sir F. Hamilton  
Robert Perry Nisbet, Esq.  
Mrs. M. Hamfrays  
Rev. Dr. John Young  
Francis Shore, Esq.  
John Shore, Esq.  
John Pembelle, Esq.  
M. Hicketts, Esq.  
Thomas Brooke, Esq.  
James Alexander, Esq.  
Josiah Du Pra Alexander, Esq.  
Henry Alexander, Esq.  
John Fullerton, Esq.  
Henry Porcher, Esq.  
Rev. George Porcher  
Colonel Nesbit  
Colonel James Lawrie  
Colonel J. Todd  
Major Charles Ryan  
Edward Fletcher, Esq.  
Colonel W. M. G. Colbrooke  
Colonel F. A. Daniell  
Joseph Price, Esq.  
Honorable Colonel Finch  
Major Julian Nott  
Colonel Joseph Garner  
J. Bristol, Esq.  
Rev. R. F. Parvis  
Jacob Richard, Esq.  
N. B. Gardiner Esq.  
C. W. Gardiner, Esq.  
Captain P. B. Roche  
Richard Trecher, Esq.  
W. Robert Capemore  
Major Turner Macan  
Henry Batson, Esq.  
Samuel Grant, Esq.  
N. B. Edmonston, Esq.  
Major Spiller  
Major Hancock  
Charles Heller, Esq.  
Captain Ryan  
Lieutenant Col. Edgar Wyatt  
Sir George Campbell  
Captain Ashton  
R. W. Cox, Esq.

## NATIVE FEMALE SCHOOL SOCIETY.

The following report was read at a meeting of the School Society on the 8th of May:

REPORT.—It is nearly two years since the Lady Managers of the Native Female School Society published their last Report, during which time they have endeavored, as diligently as circumstances would permit, to follow up the plans laid down by themselves to impart an useful education to the female children of the Hindoo and Mussulman population of this city and its suburbs. How far they have succeeded will be seen in the Report which they now submit to

our notice. As to the propriety of imparting instruction, particularly religious instruction, to the Native females of India, doubts were long entertained; and although the effects resulting from the labors of this and other similar institutions have done much to remove these doubts, still, Native female education is but lightly esteemed even by many who are anxiously solicitous to promote the best interests of the people, and particularly so by the Natives themselves. Whilst the former imagine that all the efforts of the friends of education should

be exerted in imparting solid instruction to the rising generation of the male population, and that they, having become convinced of its value, will in due course, endeavor themselves to communicate it to their females; the latter look upon such endeavours as an innovation upon the immemorial usages of India, and unwilling to deviate in the least from the course pursued by their forefathers prefer seeing their daughters grow up in ignorance and vice rather than instruct them in those things which their mothers and grandmothers knew nothing about. The Lady Managers of this Institution however, after a patient investigation of the results arising from their efforts for the last 10 years, are fully convinced that the Native female children are not only capable of receiving instruction, but that it is the want of it alone which prevents them, in maturer age, from occupying that place in society, which females of the same rank have attained to in more enlightened countries; and that wherever it is properly followed up, its legitimate effects are sure to appear, and the individual thus instructed becomes a useful member of society—obtains an influence in her family and amongst her friends, unknown to others destitute of the advantages which she enjoys, and discharges all the duties of her station with a degree of comfort to herself and satisfaction to others, which makes her an object of affection to her friends and of respect to her neighbours. Added to the instruction capable of producing these effects, the Society strives to inculcate in the minds of the children those precepts of heavenly wisdom contained in the Scriptures of Truth which are able to make them wise unto salvation. They are taught in a style suited to their capacity that they are sinners in the sight of God, and stand in need of a Saviour to deliver them from the wrath to come—the exceeding sinfulness of sin as displayed in their general conduct, and the fearful consequences of iniquity are constantly pointed out to them, and the amazing love of God in giving his beloved Son to die for them,—his willingness to receive them into his family and to give them an inheritance amongst them that are sanctified, are subjects constantly brought before their notice; and relying entirely upon the blessing of God to rest on their labors, the managers of this Society humbly trust that their feeble exertions to promote the present and eternal interest of the children under their charge will not be altogether in vain in the Lord.

The schools at present supported by this Society are as follows:—

At Tontoneah Road.....	1 contg. 45 girls.
Jann Bazar .....	1 " 35 "
Wellesley Street.....	1 " 38 "
Mootee Jheel (Garden Reach).....	1 " 20 "
Dhopapara, or Aleefnagor.....	1 " 14 "
Chinsurah .....	1 " 10 "
	162 "

In these schools the girls are instructed in reading, writing, arithmetic, plain needle work, and marking. In each school a Sircar and a female Hukaru are entertained, and in the Tontoneah school a Native Christian woman, resides on the premises and teaches the girls needle work. In writing and arithmetic the children have not made that progress which the managers could have desired, but it is their intention to see those departments of instruction better attended to in future. The girls commit to memory two catechisms, containing the principles of our holy religion, together with a number of Christian Hymns. The frequent removal of the children from the schools which take place is a source of great distress to the managers. After bringing their pupils forward in their studies to such a point as to lead them to expect the most interesting results, they are removed either to be married or to gratify the caprice of their friends. In this way the managers have constantly to recompence their work with new pupils and have to traverse the same path month after month and year after year, without perceiving any of those fruits resulting from their labors which they might reasonably expect were the children to remain a sufficient time under their tuition. This state of things is the more to be deplored as it shows the listless indifference which the natives evince to the true interests of their female children. With their sons it is different. They are convinced that without some kind of instruction they will be unable to gain for themselves a respectable maintenance in the world. With no higher motive therefore than qualifying them for obtaining respectable situations they will even, against their prejudices, permit their sons to be educated in Christian schools, and to remain long enough to obtain such a degree of knowledge as they conceive, will be sufficient to enable them to perform the duties which may after in life devolve upon them. To carry them to

yond this point, and to allow them to remain in the Seminary, to be taught in the higher branches of study, unless there is an immediate prospect of gain likely to result from such a measure, never enters their thoughts. In regard to their daughters their conduct is very different, yet proceeding from the same cause. With their education gain appears to be unconnected, and therefore they are not desirous of having it imparted to them. To have his daughter respectably married, appears in reference to her, the only desire of a Hindoo or Mussulman parent's heart. The feelings of the husband also are of a similar kind—the knowledge which he is anxious his wife should possess, is simply to perform the domestic drudgery of his house and be obedient to his commands. To such individuals therefore our endeavors to impart instruction to their daughters and wives are considered quite unnecessary, and they submit to them only from convenience, and decline them when that convenience ceases to exist.

These things are certainly discouraging; yet the managers of this Institution, hoping almost against hope, have persevered in their work, and they have every reason to believe that a better feeling begins to prevail, that a better feeling may have to struggle; and though they tie for years to come with many difficulties for the people, yet they feel convinced that to persevere, the prize is given, and that patient faith the prize is given if they faint not.

In order to raise up young women to be teachers in the school, it was proposed some time since to establish two central schools, one to be situated in Calcutta and the other at Kidderpore, to be each under the Superintendence of a well qualified person to remain on the premises. To carry this design into execution it was necessary that funds should be

obtained, and for this end 1000 copies of an Address to the Female Members of the Churches of Christ in England and Scotland soliciting pecuniary aid were printed and forwarded to Europe. The result of that address has not yet been made known, and the schools in consequence have not yet been established.

The funds of the Society have been in an embarrassed state. Owing to the failure of Messrs. Alexander and Co. it lost about 1800 Rs. all that possessed. Its operations however were not checked owing to this circumstance. In its distress the Society was not deserted. Its friends rallied around it, and by their kind exertions its loss has scarcely been felt. The Committee regret that they are not permitted to mention the names of those Ladies who have exerted themselves so laudably in behalf of the Institution. But whilst they are the noble and the excellent of the earth they rejoice in being the humble disciples of Him, of whom it was prophesied "He shall not strive our cry, neither shall any man bear his yoke in the streets." Their record however is on high, and as they have aimed at the glory of God, he will not suffer them to lose their reward. "Them that honor me I will honor."

The receipts of the Society since the 21st Sept. 1831, the time when the last report was published amount to Sa. Rs. 1583 15—and the expenditure to Sa. Rs. 1591 9 3. Of the sums expended Sa. Rs. 450 were drawn from the late treasurers, Messrs. Alexander and Co., before their failure from the funds belonging to the Society, then under their charge 62 Rs. were likewise in the hands of the Secretary at the time of publishing the last report—these sums added to the receipts before named leave a balance now in the possession of the Committee of Sa. Rs. 5035 9.—*John Bull.*

## MEDICAL AND PHYSICAL SOCIETY OF CALCUTTA.

*Proceedings of the Meeting held on the 4th May, 1833.*

### MEMBERS ELECTED.

Alexander Christie, Esq. Assistant Surgeon, Bengal Service.

### MEMBERS PROPOSED.

Richard Frith, M. D. Assistant Surgeon, Bombay Service, proposed by Mr. Robson and Mr. Twining, John Shaw, Esq., Member of the London College of

Surgeons, proposed by the President and Dr. Mellis. Jas. Duncan, M. D. Assistant Surgeon Bengal Service, at Beau, proposed by Mr. McNab and Mr. Egerton. Francis Boot, M. D. Secretary to the Linnean Society of London, proposed as a corresponding member by Dr. Wallich and Mr. Twining.

### COMMUNICATIONS PRESENTED.

1. A letter from the Chief Secretary to Government at Madras, addressed to

the President, J. Langstaff, Esq. (in reply to his letter of the 37th March,) communicating the decision of the Right Honorable the Governor in Council that communications addressed to the Secretary of the Medical and Physical Society of Calcutta, exclusively on the business of the Society, as well as the Transactions of the Society, shall be permitted to pass free of postage throughout the territories subject to the Presidency of Fort St. George.

2. A communication from R. N. Burdard, Esq. of Benares, containing an account of 15 additional cases of Lithotomy on Natives of India, only one of which was unsuccessful. The Calculi, which were removed, are sent for the Society's Museum: making now 33 cases in which Mr. B. has operated on Asiatics for the stone.

3. A case of snake-bite, by T. Robson, Esq., Bombay Service.

4. A Physiological Examination and Description of the Proboscis of the Elephant, by A. Campbell, M. D. with a preparation of two sections of the trunk, which have arrived from Nipal in an excellent state of preservation, and are deposited in the Society's Museum.

5. A communication from Mons. Mide Latour, with a specimen of a vessel constructed for the purpose of treating diseases by inhalation. This vessel is of glass, and capable of containing about six pints; it is fitted with two tubes, which pass through the cork or cover, and act precisely in the same manner as the two tubes of a hookah, and like the Mudge's inhaler when the valve of its cover is closed. The medicine to be applied by inhalation is put into a quantity of tepid water, which about half fills the glass, and the patient, by closing his nostrils, and breathing through the tube, inhales air which has passed through the medicated fluid. In this manner, Dr. Scudamore applied Iodine in some cases of advanced pulmonary disease, and it is supposed occasionally with success. This apparatus was accompanied by a printed paper; Mons. J. M. Richard's notice of the *Parisien Etablissement Hygienique des Anapnoethermes*. Mons. Richard recommends this mode of treatment in different degrees of aphonia, in asthmatic affections, gastralgia, chlorosis, menorrhagia; general relaxation, obstinate visceral affections in general, and even in some diseases of the heart; in cutaneous, scrophulous, or syphilitic diseases, and a variety of other disorders. He states, that the general health is much improved

after the use of inhalation, especially if those who employ that mode of treatment pursue for a long period a system of exercise, either on foot, on horse back, or in a carriage; or any other gymnastic exercise according to the condition of the patient. It is to be regretted, that the notice of the efficacy of the Anapnoethermes, is not accompanied by any precise statement, nor even any allusion to the nature of the medicinal substances employed in the inhalation, and no description of the stages of the diseases above named, in which this treatment may be advisable.

6. A Treatise on Vaccination published in Calcutta, by J. G. Vos, M. D. Assistant Surgeon, Bengal Service.

7. The American Journal of the Medical Sciences, No. 20. The London Medical and Physical Journal for Dec. 1832, and five numbers of the London Medical Gazette, for Nov. and Dec. 1832.

8. A model of an Apparatus for the application of steam locally to swelled joints, or in any cases requiring the prolonged application of heat and moisture; in cases of inflamed breast, diseased joints, or extensive affections of a limb, in which the weight and other inconveniences of a large and heavy poultice would be intolerable. This mode of applying steam is highly recommended. The apparatus is presented to the Society by Dr. H. H. Goodeve, who states that it is the invention of Dr. Macartney of Dublin: it consists of a spirit lamp, six five wicks, enclosed in a square tin case, like a stable lantern, but not so high; above which is a receptacle for water, and the steam there produced is conveyed to the part affected by means of a thick flannel bag or tube, which is kept open by circular hoops of cane placed at intervals of about 20 inches. The degree of heat may be regulated by the distance at which the lamp and boiling water are placed. The aperture or end of the flannel tube can be adapted to the size of the part to which it is applied, by means of a drawing string and light moveable hoop of cane.

9. An account of a case of diseased spleen (drawn up by Mr. Reid, and presented by J. Tyler, Esq.) in which extensive formation of the alveolar process of the lower jaw took place.

10. Three Tracts in the Native languages, being part of the Translations of Medical Lectures recently prepared for the use of the Native Medical Institution, by J. Tyler, Esq.

11. A case of Cholera treated by the injection of Saline Solution into the veins by W. Twining, Esq.

The following Communications were then read and discussed by the Meeting :

A letter from J. Parkin, Esq. of London, addressed to the Secretary of the Medical Board, proposing extensive employment of charcoal, as well as of medicines containing Carbon or Carbonic Acid Gas, in the various forms of Cholera and Cholera Maligna.

Mr. Raleigh's statement of the effects of Sulphate of Copper combined Opium, in some stages of Chronic Dysentery, is accompanied by four examples of the disease selected from a large number treated with those remedies, which were administered in various doses from  $\frac{1}{2}$  of a grain of Sulphate of Copper combined with  $\frac{1}{2}$  a grain of Opium to,  $1\frac{1}{2}$  grain of each of those medicines, 3 times a day. —*Cal. Cour.*

## DISTRICT CHARITABLE SOCIETY.

Extract from proceedings of the Central Committee of the District Charitable Society, at a Meeting held on Monday morning the 6th May, 1853.

With reference to the Resolutions passed at the last Meeting respecting the establishment of a Committee for the investigation and relief of the cases of distressed Natives, objects of charity. Read the following extract from proceedings of the Native Committee.

"Proceedings of the Committee for the relief of Natives at their first meeting held in the Old Church Rooms on the 24th April, 1853.

Present.—Lieut. R. J. H. Birch, Baboo Dwarkanauth Tagore, Mr. J. Phipps, Mr. M. D' Rozario, Mr. B. D. Terherbuggen, and Mr. C. J. D. Murray.

"Extract from the proceedings of the Central Committee of the 22d April 1853, is recorded.

"The Committee having entered into a general discussion on the subject of their appointment, and the best plan of carrying into effect the objects of the District Charitable Society with regard to Natives, proceed to elect the following officers.

Lieut. R. J. H. Birch, ... *President*.  
Mr. J. Phipps, ..... *Secretary*.  
Mr. C. J. D. Murray, .... *Treasurer*.

"It is also deemed advisable to allow the Secretary the following establishment to be engaged when actually required.

A writer and inspector, ..... 16  
2 peons at 5 each, ..... 10

Sicca Rupees, 28

"The Meeting adjourned to Saturday evening the 27th current at 5 o'clock,

Baboo Dwarkanauth Tagore having kindly undertaken to bring a number of his native friends with him."

"Proceedings of the Committee for the relief of Natives at their second meeting, held at the Old Church Rooms on the 27th April, 1853.

Present.—Lieut. R. J. H. Birch, President.

Baboo Bismannauth Moteyloll, Baboo Prussanoo Comar Tagore, Mr. W. Balston, Baboo Radhapersaud Roy, Baboo Dwarkanauth Tagore, Baboo Ramchander Gangooly, Mr. M. D' Rozario, Baboo Haniochun Ghose, Baboo Gopeynauth Sain, Baboo Russomoy Dutt, and Mr. C. J. D. Murray.

"The proceedings of the last meeting were read, together with extract from the proceedings of the Central Committee, on the 22nd instant, when the following Resolution was passed.

Proposed by Lieut. Birch, seconded by Mr. Murray, and resolved.

"That with reference to the second Resolution of the Central Committee passed on the 22d instant, this Committee conceive, it is intended that they should associate with themselves Native subscribers for the relief of the Native poor, and not that a committee of natives should be separately formed: for although after the adoption of rules and experience for their successful operation, it might hereafter be advisable to constitute sub-committees of natives only; yet this committee consider it fundamentally essential, and the intention of the Central committee, that for the present the entire controul over the admission of paupers and the distribution of relief should remain under their own undivided superintendence."

solved, that no person living beyond the limits established for the operation of this Committee, shall be entitled to relief and any personer who may remove his abode beyond those limits shall not continue to be relieved till he return to reside within the limits."

"Proposed by Lieut. Birch, second-  
ed by Baboo Promponno Comar Jangoo  
and resolved, that no relief shall be given  
by any individual members of this  
Committee, but that each case shall be  
brought forward and the amount of relief  
determined on, at the next ensuing meet-  
ing of the Committee: and that the  
course of practice shall be as follows."

"When a pauper presents himself for relief, his particular marks, and a very brief statement of his story, shall be taken down in writing by the Secretary's writer, and sent to the District Inspector, who shall ascertain the pauper's abode, and write his name on the statement; he shall then send it to the visiting committee, who shall enquire and make his report, which shall be sent to the Secretary two days before the next meeting of this Committee, and at which time he shall present himself."

important subject of Alms was proposed for consideration, but further discussion of it was postponed as it requires much deliberation, and the Native members of the Committee expressed their desire first to commence a plan of operations, from the experience of which, valuable suggestions are likely to occur."

"The meeting adjourned to Tuesday evening the 30th current at 5 oclock"

"Proceedings of the Committee for the relief of Natives, at their third meeting held at the Old Church rooms, on the 30th April 1833."

**Present.** - Lieut. R. J. H. Birch,  
**President.**

Baboo Bissonnauth Moteyloll, Mr. C. J. D. Murray, Mr. W. Balston, Baboo Prossnook Comor Tagore, Baboo Dwarakanauth Tagore, Mr. J. Phipps, Mr. M. D'Rozario, Baboo Radhapersaud Roy, Mr. C. W. Lindstedt, and Baboo Ramchunder Gangooly.

"The Proceedings of the last meeting were read."

"The following Native subscribers being present, and expressing themselves desirous of joining the society, wer added to the Committee.



"Baboo Rustomjee Cowasjee, Baboo Collynauth Roy, and Baboo Collichand Bosc.

"Baboo Dwarkanauth Tagore, presented a List of names of other native subscribers who, though prevented from attending the Meeting, have signified their readiness to join in the furtherance of the objects of the Institution; their names were accordingly added to the committee—viz.

"Baboo Ram Comul Sain, Baboo Mothornauth Mullick, Baboo Gopaul Lall Tagore, Baboo Hurroloji Mitter and Baboo Hurrochander Lahoori.

"The Committee has thus associated in all fifteen native Members, additional."

"It was agreed that in order to carry on the affairs of the Committee efficiently and yet with simplicity of detail, the list of Books here named should be kept.

"By the Secretary, a Book of Proceedings, Register of cases with Index to ditto.

By the Treasurer, a Pay List, Cash Book.

"And the form of Pension Certificate used, in the old Church Bazaar was approved of for this Committee."

"On the subject of subdividing the circle of this Committee's operations, which was now spoken of, Baboo Dwarkanauth Tagore mentioned that he proposes to suggest a partition of the town into ten divisions, to each of which two visiting Members might be appointed, with reference to their residence in the division subject to their superintendence. The Baboo hopes before the next Meeting of this Committee to obtain four additional Members, making in all twenty (20) Members of the Committee, upon which the allotment of duty may take place, and when the number of the Members is increased the duties may be lightened proportionably."

"It was agreed that the day of Meeting of this Committee shall be the Wednesday ensuing next, after the Meetings of the Central Committee, at  $\frac{1}{2}$  past 5 p. m. at the Town Hall.

"It was agreed that Baboo Dwarkanauth Tagore should confer with his native friends, to assemble at his house to-morrow evening, for the purpose, on the subject of the sub-divisions of the town, and that the Baboo should afterwards communicate with the President of the Committee, in order that the proposed plan may be laid before the Central Committee on Monday next."

"The following Resolution was then proposed by Mr. Murray, seconded by Lieutenant. Birch, and agreed to.

"That the whole of the Proceedings held by this Committee, shall be submitted to the Central Committee on Monday next."

"The Meeting adjourned to Wednesday next the 8th May, at half past 5 o'clock, to meet at the Old Church Rooms."

Proposed by the Honorable Sir E. Ryan, seconded by the Rev. T. Dealtry and resolved. That this Committee approve of the Proceedings of the native Committee, and think it advisable that they should be published in the several newspapers at this Presidency, if they can be so promulgated gratuitously.

Proposed by the Honorable Sir E. Ryan, seconded by the Rev. T. Dealtry and resolved.

That the zealous promptitude with which the native Gentlemen of this City have come forward to join the District Charitable Society, and aid, by their contributions and personal exertions in the promotion of its objects, merit the cordial acknowledgements of the Central Committee, who anticipate with confidence, from this friendly union, the most beneficial results; and that the valuable services rendered upon this occasion by Lieutenant. Birch, President of the Native Committee, and by Dwarkanauth Tagore, one of the Members, (and a former supporter of the Society) especially call for the grateful thanks of this Committee.

Resolved. That the Report of the Sub-Committee by which the cases of these native pensioners were investigated be made over to the native Committee, who are requested to investigate and report upon the cases.

GEO. DALBY, Joint Sec. C. D. C. Society.

Calcutta, May 10, 1833.

#### LIST OF SUBSCRIBERS AND DONORS.

##### ANNUAL SUBSCRIBERS.

Baboo Rustomjee Cowasjee....	200
Baboo Prussunoo Comar Tagore,	100
Baboo Bissonauth Mottey Loll,	100
Baboo Ram Comul Sain,.....	50

##### DONORS.

Baboo Mothornauth Mullick..	100
Baboo Shuniloll Tagore, .....	100
Baboo Gopaulloil Tagore, .....	100
Baboo Hurrochander Lahorro, ..	100
Baboo Mottey Loll Seal, .....	100
Baboo Collykinker Paulith, ....	100
Baboo Radapersaud Roy, .....	50
Baboo Russomoy Dutt, .....	50
Mr. Ezekiel, .....	50

## PUBLIC MEETING—STEAM COMMUNICATION.

A public meeting of the inhabitants of Calcutta, took place on the 14th of June pursuant to advertisement, for the purpose of considering the propriety of forwarding the plan of Steam Navigation lately proposed between Bombay and Suva, and of petitioning the authorities at home and here, to afford their aid. On the motion of Mr. H. M. Parker,

SIR EDWARD RYAN IN THE CHAIR.

THE CHAIRMAN, prior to commencing the business of the meeting, wished to make one or two preliminary observations. He was sure it must be the desire of all present to afford every gentleman who wished to address the chair, a full and impartial hearing; and he knew no mode more likely to procure order and regularity than adopting the method of proceeding as the public meetings in England, where the mover of the proposition was first heard, afterwards the seconder, and then any gentleman opposing the proposition. The mover had a right to reply only once, and should there be an amendment proposed, the mover of the original proposition had again the privilege of replying. It had been suggested to him that meetings held in Calcutta were not conducted with the same order as in England, and he thought the adoption of the English method, the most likely plan to secure to every gentleman a fair and impartial hearing.

MR. MACNAGHTEN rose and proposed the first resolution which was as follows:—

That, in the opinion of the meeting, the establishment of a secure and speedy communication between Great Britain and India, by Steam Navigation, would be productive of immense advantages, both to the public and to private individuals; and that, as this country would derive the chief benefit from a speedier communication with Great Britain, the efforts of all classes of the community throughout India ought therefore to be directed towards its accomplishment.

MR. MIDDLETON seconded the resolution which was put and carried unanimously.

MR. COCKERELL briefly proposed the following resolution:—

That there seems to be a reasonable probability of establishing such a secure and speedy communication by way of the Red Sea, provided the Government of the Crown, and the Court of Directors of the East India Company co-operate with the local Governments of India in all necessary measures.

MR. JAMES PATTLE seconded the resolution.

MR. GREENLAW understood at the meeting of the Steam Navigation Requisitionists, held yesterday, that the first resolution was assigned to Mr. Wynch, and he was to have seconded it; however, he was extremely happy that the seconding of it had fallen into able hands; still he could not but regret that he had not been made acquainted with the Committee's subsequent arrangement.

MR. PARKER explained that Mr. Wynch was indisposed and prevented from attending the meeting.

MR. L. CLARKE remarked that it was well known, Mr. Greenlaw was never indisposed to second any proposition which had for its object the public benefit; but in this instance, the blame was to be attributed to no person but himself, as he had permitted another gentleman to rise before him.

MR. MIDDLETON said he came to the meeting without any intimation that he would be called on to second the resolution; but when it was proposed by Mr. Macnaghten he was requested to second it, seeing no gentleman felt disposed to do so. But if Mr. Greenlaw was desirous of the honour he assured him that he would immediately resign.

MR. TUTTON thought that Mr. Greenlaw had not been anticipated in any argument he might have to advance by either the mover or seconder of the resolution, and if he wished to address the chair on the subject the opportunity was still open for him to do so.

MR. GREENLAW would willingly forego the honour and content himself with

making a few observations on the second resolution. He was not going to offer any opposition to the principle of it; he hoped the meeting would not only go the full length of the resolution but a great deal further. He thought it would be much better if the scheme was proposed to the authorities at home, as one wherein there was a certainty of success rather than a reasonable probability, for in the latter case the Court at home would immediately say that they could not afford to risk the sum of one hundred thousand pounds on a scheme wherein there was but a reasonable probability of any good being effected; consequently it would be expedient to assure the government and the Court of Directors that success was certain. He would propose as an amendment the following resolution:—

That from the voyages formed by the High Bombay, and the facilities of opening the Suez to Alexandria, there can be no doubt of the practicability of establishing a secure and speedy communication by way of the Red Sea, if the Government at home and the Court of Directors cordially co-operate with the local government here in their endeavours to establish such communication.

Mr. SUTHERLAND second the amendment.

Sir EDWARD RYAN, after reading the amendment from the chair, observed that those who supported the original resolution could have no objection to the spirit of the amendment.

Mr. DICKENS said, the only difference was that the amendment substituted the words 'no doubt,' in lieu of 'reasonable probability.' He was not the framer of the original resolution, but he thought it better adapted to the object it was intended for than the amendment. He would call the attention of the meeting to the present state of Egypt, and to the views of the present ruler of that country, who was certainly a singular individual among the community of which he was a member. So long as Mehemet Pacha was in existence, there was every likelihood of a communication with India through that country; but the meeting would recollect that the present ruler of Egypt

might soon cease to exist, therefore they had no right to calculate on anything further than a reasonable probability of the means of intercourse being always open, and on that ground he thought the original motion much better than the amendment.

Mr. MACFARLAN thought that the original proposition was decidedly preferable to the amendment. There could be no doubt of the probability of the passage being effected if sufficient funds were raised, but the practicability must always have reference to the expediency. For if the outlay of an enormous sum is required it must follow that the plan could not be carried into effect; therefore the meeting would be pledging itself to what was physically practicable although it could not be entered into.

Mr. WILLIS thought that the motion and the amendment were so nearly similar that the latter might be introduced into the former without making any great alteration.

Mr. GREENLAW was of opinion that the meeting ought to express themselves without any reference to doubts or risks. It would be unwise, he said, to ask government to countenance such an undertaking, and at the same time say there was only a probability of its success; and it must be evident, more weight would be attached to the proposition if the meeting came forward with a positive assertion that it would succeed. In the former case, Government would refuse its sanction as it might do in the latter, but it must be remembered that it would rest with the government to disprove the assertion of the meeting. He would ask what was there to prevent the passage being effected? for surely no one at the present period would assert that there was any great difficulty, in proceeding from Suez to Alexandria; and with the combined efforts of the Crown, the Court of Directors and the Local Government the practicability of the whole communication must be apparent.

Sir Edward Ryan put the amendment to the meeting, when there appeared—against it 47, for it 28; majority for the original motion 19.

Mr. W. W. BIRD in proposing the third resolution spoke nearly as follows:

—The resolution he had the pleasure to propose had for its object to solicit the attention of the government at home to the evident advantages which will attend their encouragement of the proposed arrangement. It appeared to him that the establishment of the proposed communication, however beneficial it may be to private individuals, must ultimately be much more advantageous to government; and he trusted it would turn its attention from a casual intercourse by steam with this country, to the establishment of a regular and permanent communication. It would enable the people of this country to make interest with the people at home, and consequently introduce those reforms here which are required for the happiness and prosperity of this country. The individuals by whom he was surrounded had recently heard a great deal concerning the state of this country from a writer whose real name was unknown to the public, but who had been described as a Ruler in Israel; and the assertions of this writer, at least the major part of them, remained unanswered. Another writer who was not yet a Ruler in Israel, had told us that we countenance a system of misrule, tyranny and oppression; and a third individual who had endeavoured to turn the statements of the preceding writers into ridicule, had told us we have not more than four hundred soldiers to keep the discontented districts in a state of quietness. Though there was much exaggeration in all these statements, there was also much substantial truth; and our retention of the government was a practical phenomenon. Our rule in this country had not been what it might have been, and there had been doubtless much misgovernment; and where, he would ask, was the remedy, but in the introduction of proper measures, in short, as at home, in the introduction of a radical reform? It was not possible to introduce a good system of government into this country unless the authorities at home had better facilities than they at present possessed, of becoming acquainted with the abuses which exist, and of acquiring a knowledge of what was necessary to reform them. Therefore, he again repeated, however beneficial the proposed communication might be for private individuals, it was a matter of much

more importance to the government itself. The British inhabitants of this country could not pursue a better course than to approach government with the strongest recommendation that the communication ought to be established as essentially necessary for the good government of the country. Mr. Bird concluded by proposing the following resolution:—

That an expression of the wishes of the public throughout India, conveyed by petitions addressed to the local Government and the Home Authorities, would doubtless meet with due attention; and the notice of Government once strongly drawn to the subject, the evident advantages of the end proposed, would, in the opinion of this meeting, ensure its fulfilment.

**PAGSONOCOMAR TANGOR** seconded.

Mr. Willis expressed his opinion that the local Home Authorities was not sufficiently explicit, and Mr. Bird seconded with Mr. Willis, but after some little conversation the resolution was put to the meeting and carried unanimously.

Mr. PARKER, in proposing the fourth resolution, would premise that he had always been sceptical in his belief of the success of any effort, where the society was limited, to carry any great national object into effect. Here it was evident all wished that the proposed communication should be established; and it was no less evident that the money could not be obtained to carry their wishes into effect. This was a national object, or it was not; if it was, he thought it was the duty of government to carry it into effect, but if it was not a national object, it was evident that the means of the inhabitants of this part of India were now more limited than ever to promote such an undertaking. He thought that object a national one which would improve the communication between Great Britain and the most magnificent of all her dependencies. That shortening the distance was an improvement there could be no doubt; and that it would fix more firmly the British rule in this quarter of the world was equally evident. He had heard an anecdote of Mr. Shiel and Mr. O'Connell which he would take leave to relate to the

the meeting as he thought it was peculiarly applicable to the subject now under consideration. These two individuals were on the Pier at Dublin, discussing the merits of the Union, when a steamer hove in sight, when Shiel turning to O'Connell said, 'there is a Union which we cannot sever;' and the residents in India might apply the same observation to the plan now under consideration. It was evident that if carried into effect it would be beneficial for both countries. As a servant of government it was not for him to discourage any appeal to the authorities at home or here; but he must say that the meeting was particularly fortunate in assembling at a time when they might fairly calculate on the cordial co-operation of the Governor General and those who sat with him in the council, whose aid given at this period, would be a happy remembrance of them hereafter. In taking into consideration what aid might be afforded by the people at home he could not but remember that a steamer had been established between England and Malta; and knowing this, he believed the government at home would not hesitate to lay out a sum equal to the expenses incurred by ten days of the Burmese war, to enable them to behold the fairest jewel in the British crown through a telescope of less focal distance than through which they at present viewed it. A nearer view, and better information, would enable them to obliterate the spots on the surface of of Britain's most magnificent jewel. They had not been reluctant in affording the means to carry on the Burmese war; neither did he believe that they would refuse their assistance to the present project so infinitely superior to all the glories that had accrued from that expensive struggle. Mr. Parker concluded by proposing the following resolution:—

That Petitions be accordingly prepared for general signature, addressed to the Crown, to both Houses of Parliament, the Court of Directors, and the government here; and that a Committee be appointed to prepare the same, and a subscription be entered into to defray the expense of engrossing and forwarding the same.

DIWAKANATH TAGORE seconded the resolution.

Mr. GREENLAW rose to propose an amendment with the greatest possible regret, but it was suggested by the conviction that the original proposition would be highly injurious. Before entering on the grounds of his opposition, he would premise that his amendment would be followed up by other resolutions, and he was induced to do this in order to promote what he believed to be the best course for the promotion of Steam Navigation between this country and Great Britain. It appeared to him that the question before the meeting was rapidly verging into this,—whether there should be two subscriptions or only one; and he had to accuse himself of not drawing the attention of the chairman, as soon as he ought to have done, to the terms of the requisition, which, he understood, was to consider the propriety of petitioning the authorities at home for their aid, but not to request them to take it entirely in to their own hands. Should this course be persevered in, and the resolution now proposed adopted, the consideration of any aid to be afforded to the Bombay plan would be entirely superseded. If there was to be but one subscription, viz. to defray the expenses of engrossing and forwarding the petition, it would deprive the meeting of any means of attempting to establish the communication unassisted by government; and if there were to be two subscriptions it would not be an union of efforts. He thought it would be better for the parties who imagined the object would be best attained by sending a petition home,—to send one; and at the same time they might leave the Bombay project to receive such support as might be offered to it. He felt greatly interested in the success of this measure, indeed how could he feel otherwise, being one of the parties who first proposed the adoption of Steam Communication with Great Britain. He concluded by proposing the following resolution:—

That Petitions be presented to the Crown, to Parliament, and through the Supreme Government, to the Hon'ble the Court of Directors, urging in the strongest manner possible, the immediate establishment of such a communication. That a Special Committee, composed of the following individuals, be, appointed to prepare the same, and to forward them to their several addresses.

Mr. Greenlaw added that it was his intention to follow this up by another resolution embracing the opinion of Mr. Parker that government would take the establishment into their own hands; but at the same time it was incumbent on the meeting to enter on an immediate subscription and appoint a committee to carry their own plan into effect. He also would propose that the committee should have powers to enter into communication with the committee at Bombay; though he thought the plan of the latter a very imperfect one, yet he thought something was due to the inhabitants of that Presidency who had subscribed more towards their undertaking than the inhabitants of Calcutta had when the scheme was originally proposed, leaving out the amount subscribed by the Agency Houses. He thought it necessary that the committee should carefully examine the plan proposed by the meeting at Bombay and they might have powers to appropriate such parts of the subscription as they might think necessary to forward that object.

After some conversation in which Mr. Stoeckeler, Mr. Greenlaw and several other gentlemen took part.

Mr. TUTTON said, he would oppose the amendment on the broad ground that the question of a petition to Parliament was wholly distinct from the question of a subscription; and he would support the original proposition on the ground mentioned by Mr. Bird and Mr. Parker, though he had but a very faint hope that the plan would ever be carried into effect because it was what Mr. Parker had termed it—a national enterprise. He never knew a national enterprise ~~man~~ with any success without ~~it~~ were able to show ~~on~~ on the credit side as well as on the debit side of their ledger. He must confess he had no hope of effecting anything by the small means they would raise in the way of subscription, or that government would do anything unless it was assured of receiving interest for the sums advanced. Looking at the project in a national point of view, he would say when they could show any return adequate to the expenses, they might ask the assistance of government with some chance of success. That ought to be the object for

us to show, and then we might go, not to ask, but to demand its assistance. The present or late communication with England by means of steam, was truly contemptible; it was of no use once a year; no one knew when it was to start from India or what was its chance of meeting with despatch on the other side of Asia. It was in fact not worth having. He thought when it could be fairly shown that the communication could be carried on like the Mail coaches in England, they would have a right to demand the aid of government and call upon it to take the whole business into its hands. With reference to its being supported by private individuals, it might go on for a time, but expenses without remuneration could not be endured for any very long period. Should this latter plan be contemplated, he would recommend application being made to Parliament for such a tax on letters by any other conveyance as would be a prohibition, say an amount equal to the charge by the Steam Communication, and he thought there were few persons but who would prefer sending their letters by the more rapid means of communication. Mr. Parker had not alluded to one of the advantages steam might give to the native inhabitants of this country. In fact, until they could be induced to abandon their prejudices of residing at one spot, there could be no hope the project would receive such encouragement from them as would yield any great profit to the projectors. He might indeed congratulate the native gentlemen who were present on their superiority over the great number of their countrymen, and he hoped to see the day when they would adopt the example of their enlightened countryman, Rammohun Roy, especially when it would but take the same time to go to London that they now employ to go on a pilgrimage to Benares. They might have steamers of their own, supplied with sufficient *Gunga panes*, and the first vessel might be called the *Daboo*. In conclusion, he said, he would support the original proposition, because it was evident it could not be carried into effect without the assistance of Government. Again, from Bombay to the straits of Babelmundel, would occupy fourteen days and consume a proportionate quantity of coal;

if the Bombay projectors attempted to establish steamers carrying such a quantity of coal it must certainly end in the ruin of their scheme. But, besides this, they must have another steamer in the Mediterranean, and for this expense a capital of no less than fifteen lakhs would be required. He was one who originally subscribed to the fund here, but now he could not recommend any plan but what was fixed on a firm basis.

MR. MACFARLAN, after repeating his former observations, said, that the petitioners would not be prevented from subscribing to the Bombay or any other project. He was aware of two or three opinions regarding the proposed communication, but, however, individuals might differ he was sure all were unanimous that the attempt should be made. It had been said that to attempt to second the Bombay plan would be to squander the money of the subscribers, but he thought those who expressed this opinion jumped to their conclusion. The inhabitants of Bombay had a right to anticipate success from the successful voyage made by the *High Landing*, and the effects of that voyage would not be confined to India, but when it reached England many individuals would, from recent occurrences, join in the excitement occasioned by her success.

MR. DICKENS regretted that the time of the meeting should be occupied on questions which were entirely distinct from each other. The question at present before the meeting was nothing more than to consider the propriety of petitioning both houses of legislature and he did not see why the consideration of this should be mixed up with other matters. Those who were favourable to the establishment of the communication ought not to be averse to the present resolution. He could not but express his surprise at some remarks that had fallen from Mr. Turton, who had consented to join in the petition although he believed that nothing was to be expected from such a proceeding. At the same time he should have thought it more judicious if Mr. Turton had abstained from throwing obloquy on the government, for, supposing that its former proceedings were narrow, he need not have reasoned from the past but to have hoped for a spirit of amendment for the future. If how-

ever Government could not be brought to look at the plan with other views than those of profit and loss, he hoped that something like coercion would be used, and that it would be compelled to adopt more enlarged and enlightened views. Mr. Turton had asserted that Government would look at their scheme as one of a debit and credit account, and if found to be unprofitable they would not patronize it. He, (Mr. Dickens) was not acquainted with the Post Office arrangements in England, and did not know that the packet department of it was considered a profitable one. He could see no reason why they were to abandon all hope, seeing that Post Office packets were employed between the mother country and some of her colonies, and especially here, where there were eight or nine million of subjects, the necessity of such an establishment must be evidently greater than between any other colony of Great Britain.

A conversation took place after Mr. Dickens had sat down, when Mr. Cochran addressed the meeting, but the length of the proceedings and the pressure of other intelligence prevents us from relating at present any part of the learned gentleman's address. Mr. L. Clarke had said that the expense of forwarding the petition would not exceed 100 Rs. and several gentlemen endeavoured to prevail on Mr. Greenlaw to withdraw his amendment. The latter, however, refused, and being put from the chair, it was negatived by a large majority.

The Fifth Resolution, as follows, was proposed by Baboo Ramcomul Sein, and adopted without opposition.

That Sir Edward Ryan, Captain Alexander Ross, Mr. P. M. Wynch, Mr. H. M. Parker, Mr. J. Clarke, Mr. T. Dickens, Mr. James Prinsep, Mr. D. MacFarlan, Captain Forbes, Mrs. C. B. Greenlaw, and Baboo Russomoy Dutt and Dwarkanauth Tagore be appointed the members of a committee, whose duty it will be to prepare and forward the Petitions resolved on, after they shall have laid for signature at some convenient place for a reasonable time.

The names of Capt. Forbes and Mr. James Prinsep were inserted at the suggestion of Sir Edward Ryan, and that of Baboo Russomoy Dutt at the proposition of Mr. Parker.

Mr. MACFARLAN, seconded by Captain Ross, proposed the Sixth Resolution, viz.

That although, in the opinion of this Meeting, permanent success can only be expected from the continued support of the Public Authorities, yet the creation of a fund by private subscription may nevertheless induce an earlier adoption of active measures, and be useful as a proof of the earnest and anxious zeal of the Indian Public; and to this end it is resolved, that a subscription be opened for the general promotion of Steam Navigation between England and India.

Mr. TURTON, in reply to what had fallen from Mr. Dickens, said he had been misunderstood by that gentleman. He had, not asserted that nothing could be hoped from the Government, at home, but he had asserted, that he despaired of its aiding the projectors unless they could show satisfactory evidence that Government would incur no loss by the plan it was called on to adopt. With regard to the subscription, he thought it would be useful for the purposes of furthering the petition, but not useful for establishing the project. He would ask, if the government were willing that the projectors should have an Act of Parliament for the purpose, of what use would be such a subscription? since nothing could be raised, for even the contingent expenses of surveyors,—persons to proceed to America and England; for the latter expense would be essentially necessary, as he would undertake to say that no matter had been discussed within these walls which was so little understood by the parties who took an interest in it.

Mr. SUTHERLAND objected to the last resolution and would propose an amendment to it. He would also take this opportunity of making a few remarks on what had fallen from Mr. Turton. He felt considerable diffidence in replying to that able speaker, but having passed the greater part of his life on the ocean he might say that he did not come to the discussion without bringing some knowledge of the subject. It had been asserted that the voyages of the *Hugh Lindsay* were altogether unimportant; he could not coincide in this opinion. One vessel was not insufficient to secure a regular communication with England, for it was possible for her to

make four voyages in the year. He regretted that there was not any expression of sympathy with the exertions of the people of Bombay, or the least desire evinced to co-operate with them. It was true, such undertakings were wont to have their origin in Calcutta, but having fallen from our high and palmy state, the time had come when the people at Bombay originated and we seconded their proposition. He did not altogether agree with the Bombay plan, he thought it in a crude state; the size of the vessel they proposed could never ensure success, and with reference to what had fallen from a gentleman at the meeting regarding the employment of such vessels as the *Water Witch*, he thought the inconvenience suffered by passengers in all charter built vessels would put the adoption of that plan out of the question, to say nothing of the difficulty of procuring passengers and their baggage. Also the question they would have to fall about the value of an objection, as they would not be able to make that passage in less than twenty-five days. Mr. Sutherland concluded by proposing the following resolution:—

That it appears to this Meeting most desirable to evince a sympathy in the public spirit manifested by the community of Bombay by their efforts to establish a communication between that Presidency and Suez by Steam; and that the inhabitants of Calcutta do cordially co-operate with them in their endeavors to accomplish the object, by immediately raising subscriptions, without binding themselves to any specific plan.

Mr. STOCQUET rose to support the amendment proposed by Mr. Sutherland, and in doing so begged leave to offer a few observations in reference to what had been advanced against our assenting to the Bombay scheme; on the score of an inadequacy of means, and also in regard to the determination to make an appeal to England. It was contended, in respect to the first point, that we were not in a condition to yield pecuniary assistance to an extent that would ensure the success of the scheme. Possibly we were not,—but it should be borne in mind that we were not the only parties called upon to contribute. By the last accounts it appeared the Bombay community had already raised 30,000 rupees and upwards at the Presidency alone.



What might not the up-country subscriptions amount to? He, (Mr. Stocqueler,) could call to mind several instances wherein the subscription of the wealthy Rajahs and other Natives, in the interior, added to those of the gentlemen in the services had more than trebled the amount of the Metropolitan contributions when the object was of a decidedly public nature. Then—there were the probable subscriptions of the residents of Madras and Ceylon,—of Agra, Delhi, and other stations, which had already come forward to support the Bombay plan. Could it be said that these quota-united would not find a fund adequate to the purposes contemplated? He, for one, was perfectly certain that sufficient might be raised with ease, and he was the more anxious to press the point because he feared it would lead to the accomplishment of any great object by means of a reference to England. He had joined in the resolution to petition the Home authorities, but he thought that we ought not to expect a decision. They might or might not accede to our application. It may take five years at least, and in the mean time their measures took any shape or form, and in the mean time we were to stand with our hands in our breeches' pockets, absolutely doing nothing. Moreover, it was known that there was a culpable indifference in England to any thing connected with the welfare of India. Ask public men there to assist the views of this country, and the answer was "the people in Cornhill don't speak Sanscrit," or "the people about the Horse Guards don't eat curry and rice." Besides had not the Lords of the Admiralty already expressed their sentiments on the subject? When the East India Trade Committee addressed them the other day on the subject of the necessity for a steamer between Alexandria and Malta to receive our packets, what was their answer? "We can do nothing until some steps are taken to establish steam vessels between Bombay and Suez:—nothing until the great East India questions are settled." These answers, Mr. Stocqueler thought, were conclusive in favor of the opinion that it was expected of us, and our best course under all circumstances, to take the matter in hand ourselves. He therefore begged to give his humble

support to Mr. Sutherland's amendment.

Sir EDWARD RYAN, as an individual and not as chairman of the meeting, objected both to the resolution and to the amendment. There was not a warmer supporter of Steam Navigation than the humble individual now before the meeting, and he would state the grounds why he opposed the present project. He thought this great question was not to be considered as one of profit and loss, but as one which was of vital importance both to the government here and to the government at home. He could not understand why this country would not be better governed by bringing the governors nearer to the governed; by this means they would have better opportunity of learning those wrongs which wanted redress. Besides he might allude also to the recent important Dutch question, and to the facility which would be afforded to the home government by this communication, in case of a Russian invasion. He was inclined to take this view of the subject rather than consider the question as a mere mercantile one. It was a company of merchants might propose the proposed scheme, but it required at least a capital of one hundred thousand pounds, and the utility being evident, and this sum being required, he thought the inhabitants of India had a right to call on the English nation to establish the communication. He agreed entirely with the first part of the resolution, but when they came to speak of subscription, taking the required sum into consideration, he thought it absurd to do so: They had a strong claim on the English nation; the government was in possession of the money of the country, and they had a right to call for the expenditure thereof instead of applying to individuals for their money to advance such an object. The importance of the object, in a national point of view, was great: the expence would be great, but nothing in comparison; and he could not think so meanly of the British Government, as to suppose it would be influenced by the tender of lakh of Rupees, raised by private subscriptions. With reference to the amendment, he fully concurred that our warmest thanks were due to the Bombay people; he willingly gave his humble meed of praise to their ex-

ertions, but he could go no further. He would put his opinion to the meeting by way of amendment. He would call on the inhabitants of all parts of India to join in a petition to the British government, because he thought the good government of the country must be facilitated by means of Steam Communication, but he would discountenance any attempt to effect the purpose by subscriptions as he did not think the means could be adequate to the end. He concluded by moving the following resolution:—

That it appears to this Meeting most desirable, that we should express the deepest sympathy in the public spirit manifested by the community of Bombay, by their efforts to establish a communication between that Presidency and Suez by Steam; but, in the opinion of this Meeting, it is not desirable that we should support their scheme by subscriptions, it being our conviction that steam communication between India and England can only be effectually promoted by the Government here and at home.

Mr. SCRIBERLAND quite agreed with the chairman that the question was a national one, but he thought it probable that the government at home might not consider it so, and in the latest time he did not see why they should not endeavour to effect the object themselves.

Mr. PATTLE fully concurred in the statesman-like view of the subject taken by Sir Edward Ryan, and trusted that the government would take the same view of the subject. But he thought the enterprising spirit of the merchants of England ought not to be lost sight of, and in the event of a refusal from the government, a bonus held out by the meeting might have some effect on the other party. A subscription would manifest the anxiety of the natives of this country for such a communication, therefore he thought the proposition ought to be supported.

Mr. PARKER fully concurred with the views taken by preceding speakers that England would consider a subscription of £5,000 no great display of zeal by the inhabitants of Calcutta.

Mr. L. CLARKE addressed the meeting at considerable length, against the plan of raising money by subscription. There was no body of men who were entitled to call on the public for sub-

scriptions unless they could show a plan likely to obtain the proposed object. It was allowed by all parties present, that the Bombay proposal was not likely to attain the object, and yet it was proposed to aid them in a project which had not the smallest likelihood of success. Again with reference to subscription: in the days of the prosperity of Calcutta, ten years ago, a sum of 80,000 Rs. had been raised; yet how little had been effected, with that amount, and now in a time of mercantile depression, the amount of a subscription must of course be smaller. Mr. Clarke concluded on this subject, which we regret the length of the proceedings prevents us doing more than by taking the same view of the question as Sir Edward Ryan.

After some conversation in which Mr. Sir Edward Ryan, Mr. Parker and several others took part.

Sir Edward Ryan rose to put his amendment, and said he could not read it.

The meeting then adjourned till the next day, and the meeting was held on Saturday, June 22. The reasons were obvious, the meeting must look to the state of the Islands of Suez, because it was a link in the chain of communication, which none but a government could manage or regulate, without the aid of government, it would be impossible to insure the communication.

The amendment was then put and carried by a large majority. Mr. Adam proposed the thanks of the meeting to the chairman and it was carried by acclamation.

#### SATURDAY, JUNE 22.

A public meeting of the subscribers to the fund for the promotion of Steam Communication between England and India, was held this day, at half past four o'clock, at the Town Hall, for considering the measures most proper to be pursued for the furtherance of the object of the subscription. On the motion of Mr. McFarlan

THE LORD BISHOP OF CALCUTTA in the chair.

THE CHAIRMAN said that he could not refuse the call of the meeting to

preside on this occasion though he wished the meeting had preferred a gentleman better qualified for the office. His duties were generally of somewhat different a character, but he could not allow a slight objection to prevail where any thing was concerned which touched his feelings. The approximation of the two countries held out many advantages for themselves, nor was it less desirable for the English residents; he would mention as an illustration of the consolation it would afford, that his last intelligence from his children was dated one hundred and thirty days since. But independence of domestic gratifications the mind was lost in the contemplation of the unity which may follow the establishment of the project, at the same time he was aware that they would have to contend with a great many difficulties as the object was great and the distance if he might so apply the term. He said that at the distance which was to be overcome in the same hour at the meeting at the late meeting would be clearances he thought were made the greatest good faith and therefore he hoped no unkind references would be made during the present meeting to what had taken place at the former one. The business which would be brought before the meeting was the election of a committee who would put their whole strength forward in endeavouring to procure additional subscriptions and to discover the most feasible plan of proceeding.

Mr. McFARLAN said it would be exceedingly inconvenient to refer to the details of the former meeting though the resolution he was about to propose referred to those proceedings. At the same time he believed there was no one present but who would readily admit, that the individuals who took part in the former meeting were actuated by what they conceived to be the just merits of the case. The resolution was as follows:

That the meeting will support with unabated zeal the resolution adopted at the last meeting,—of petitioning the public authorities for the establishment of a steam communication, and adopt all other measures calculated to obtain that effect.

Mr. GREENLAW in seconding the resolution said he was one of those who would support the resolutions of the former meeting, and at the same time go a great way beyond them. Amongst

the measures not adopted by the last meeting and which he felt disposed to further, was a public subscription; and if any apology were necessary for such a departure from the former resolutions it was to be found in the subscription list now before him, containing 171 names, and the amount subscribed, Rs. 32,838, exclusive of any sum received this day. He hoped the meeting would permit him to read a letter just received from a native gentleman connected with the Academic Association enclosing Rs. Rs. 200.—he thought the letter ought to be read in order that it might go forth to the Bengal public. The resolution was then put and carried unanimously. The following is the letter referred to:

"TO C. B. GREENLAW, ESQ.

DEAR SIR,—Two hundred rupees is the sum that our friends of the Academic Association could afford to subscribe to the fund for establishing a communication by means of steam vessels between India and Great Britain. Their contribution though humble would I hope be thought nevertheless sincere. Though it is beyond their power to subscribe a larger amount yet in good wishes to undervailings of such useful nature they are I hope never to be exceeded by any. With sentiments of regard,

I remain, dear Sir, sincerely yours,  
DUCKINUNDER MOOKERJEE."

THE CHAIRMAN, at the suggestion of Mr. McFarlan, consulted the meeting regarding the nomination of the Committee and whether they ought to be elected by ballot. It had been proposed to consist of four scientific gentlemen, four merchants, four Civil servants and four Native gentlemen, so that it would include all classes. He would observe that it was essentially necessary to have a thorough working committee,—one that would inspire confidence and augment the subscriptions.

Mr. Adam suggested the adoption of the ballot in the election of the members. Capt. Steel thought it desirable to ascertain before any gentleman was nominated, whether he was willing to serve, as their occupations might preclude their attendance. Mr. Pote objected to the ballot as he considered it would create great confusion. After a few words from Colonel Becher and Mr. Bruce, the chairman was about to put the question to the meeting when

Mr. TURTON rose and objected to the ballot. He considered that the committee ought to be elected without favouring any individual, and no gentleman who might be proposed ought to think it invidious if his merits were discussed. If he proposed a gentleman who was rejected, he would have no objection to propose another one, and if any gentleman was proposed whom he did not think adapted for a committee man, he would immediately object to him. In like manner, if he (Mr. Turton) were proposed and objected to, he would not consider any observation at all invidious. He was a friend to fair, open contracts; and thought the committee should be formed of working individuals and not elected as a matter of compliment to any gentleman. He had written a few names which he thought would be serviceable in selecting individuals who had a knowledge of the subject before the meeting.

Mr. Turton read a list of names which included those of Captain Ross, Mr. Greenlaw, Captain Forbes, Mr. McFarlan, Mr. Willis, Mr. Dobbs, Dwarkanauth Tagore, Mr. Partle, Captain Steele, Mr. Cockerell, Mr. Sutherland and Mr. Stockeler.

THE CHAIRMAN apologized for interrupting the proceedings of the meeting, and announced a communication from Moothoor Nath Mullie requesting his subscription for Rs. 1,000 might be added to the list. (*loud cheering.*)

Mr. SUTHERLAND thought with reference to Mr. Turton's list, no gentlemen connected with the press ought to form part of a committee whose measures they might hereafter have to scrutinize.

The Chairman suggested the propriety of adding the name of the native gentleman who had so liberally contributed to the fund. Mr. Pote objected to having two native gentlemen on the committee; however he wished it to be understood that his objections arose solely from an idea that they would not be able to contribute any knowledge of the subject to a working committee. Mr. Partle said the mere working part was not the only duty the committee had to perform; one of the objects of the committee was to increase the subscriptions as much as possible, and for this purpose he thought the native gentlemen

peculiarly adapted. Besides it would not be paying a proper compliment to their exertions or be a generous act to shut them out of the committee. Capt. Currie bore testimony to the fitness of Moothoor Nath Mullie. After some further conversation, Mr. Pote withdrew his opposition. The names of several other gentlemen were then mentioned; amongst the rest, Mr. Middleton, Mr. Turton, Mr. Dobbs, Mr. James Prinsep, and Mr. Holroyd. There being already more than thirteen names on the list, the meeting was about to proceed to a selection, when Mr. Pote observed, that the East Indian part of the community, to which he belonged, were not represented in the committee, and after eulogizing the conduct of Mr. Wale Byrne, proposed that gentleman as a member of the committee. The

secret that  
Mr. Byrne's

to the list of  
principles of Mr. Pote's since  
thought that Mr. James  
seconded the proposition were well known,  
would be better suited for a committee  
than that Mr. Byrne. Mr. McFarlan  
bore witness to the zeal of Mr. Byrne,  
but supported Mr. Turton's proposal.  
Mr. Pote acquiesced, and Mr. Byrne's  
name was withdrawn. After some further  
conversation regarding the publication  
of the committee's proceedings the  
following gentlemen were nominated and  
elected.

D. McFarlan, Esq.  
Capt. Forbes.  
W. H. Macnaughten, Esq.  
Moothoor Nath Mullie,  
James Prinsep, Esq.  
Joseph Willis, Esq.  
R. S. Thompson, Esq.  
G. J. Middleton, Esq.  
Dwarkanauth Tagore,  
T. E. M. Turton, Esq.  
James Kidd, Esq.  
Capt. Steel,  
R. C. Cockerell, Esq.  
and

C. B. Greenlaw, Esq. Secy.

Mr. SUTHERLAND proposed the following resolution which, being seconded, was put and carried unanimously.

That a subscription be raised in furtherance of the purpose, and that the above gentlemen be appointed a committee to be denominated "The Committee of the New Bengal Steam Fund."

Mr. MACNAGHTEN, in proposing the following resolution, briefly recommended the adoption of Union and Harmony, Prudence and Economy:—

That the Union Bank be appointed Treasurers, and that when the sums in hand shall amount to Rs. 1,500; 1,000 shall be invested in Company's paper.

Mr. Mangles proposed that the Bank of Bengal should be substituted for the Union Bank. Mr. Macnaghten observed that the Union Bank was much better adapted for the purpose than the Bank of Bengal, as the former would receive and collect small subscriptions. After some conversation Mr. Mangles withdrew his amendment and the resolution was carried.

Proposed by Col. BIRCHEN and seconded by Dr. MASON.

That the Committee be requested to receive the donations already subscribed as speedily as possible and to use their utmost endeavours to procure additional subscriptions, and that the same be put into this fund be transferred as part of the Bombay joint stock and of the other joint stock fund.

Mr. GREENLAW proposed the following resolution and alluded to the exertions of Capt. Johnson in the cause of Steam Navigation to India. After eulogizing that gentleman's zeal and talents, he read the following address delivered at the meeting by Capt. Johnson when the subject was first agitated in this country:—

"The Civilian, the Officer, whose health requires, or whose inclination prompts a visit to his native land—may with twelve months leave of absence pass eight in the bosom of his family. The Merchant having business of importance will no longer be obliged to delegate to an Agent. He may throw himself with his Portmanteau into a Steam Vessel, transact his business, and in a few short weeks resume his seat at his desk without his absence having been felt. Parents anxious for the health or education of their children may at a comparatively trifling expence have the happiness of themselves selecting a School for them, and from how much anxiety will they be relieved who have not relations or friends to whom they can with confidence commit so high a charge.

Those who do not visit England will enjoy the advantages of receiving letters before the antiquity of their date damps in some measure the interest which a

letter is calculated to excite. Four months! how short a time to look forward for an answer to a letter on which one's happiness may depend when compared to the usual term—a year,—how delightful to receive in February details of the movements and merriments of the preceding Christmas in Old England,—how much will this facility of Communication tend to keep alive, and to strengthen in a family, those affections which now, alas! too frequently subside after a few years' separation.

Gentlemen, I lay these considerations to your hearts. You will be brought near to your native land. Your comforts, your enjoyments, your luxuries, your own happiness here, that of your friends, your relations and children at home, must be improved by this establishment.

Gentlemen, you are entreated collectively, you are interested individually, you are all of you most strongly interested in the promotion of the establishment. I am interested. I shall enjoy the proud satisfaction of being the projector of an undertaking pregnant with advantages of the highest nature to the Indian Society.

Mr. Greenlaw concluded by proposing the following resolution:—

That the Committee immediately apply themselves to the consideration of the means by which the communication now interrupted by the laying up of the *Hugh Lindsay* may be first, most certainly and secondly most speedily re-opened and be empowered for that purpose to seek the support of the Supreme Government and endeavor to obtain the aid of the East India Committee formed at home, and that they report to a general Meeting of the subscribers when they shall have come to some definite conclusion. —

Mr. MACNAGHTEN seconded the resolution and said there was a feeling abroad that persons were withholding their subscription because the scheme was not properly formed. He thought it highly desirable that the subscribers should do all they could to disabuse the public of this feeling, as doubtless the scheme would be carried into effect in proportion to the amount subscribed. He would also observe that it was no secret that the head of the Government in India was liberally disposed and devotedly attached to this noble project, and, he conjectured, his Lordship would not only give his own subscription but that of the go-

vernment also. (*cheers*) He also thought it desirable that it should not be considered this meeting was called in opposition to the last, but rather that it would co-operate with the former one in signing the petition. He thought the honourable and learned chairman of the former meeting had acted with a magnanimity becoming his situation, as he had subscribed most liberally to the present fund in spite of his preconceived opinion. It had been said that this project was a national one or it was not; he thought it was purely neither one or the other,—that individuals were much more interested in it than the government; although the latter might ultimately derive the greater benefit from it; at present its views would not be so distinctly served as our own would be. A gentleman at the last meeting had spoken of a line of packets; though such an establishment was highly desirable, he (Mr. M.) thought shortening the communication by two months, only once in every twelve months, an object the accomplishment of which would contribute greatly to the comfort of the civil, military and commercial residents in this country. In conclusion he suggested that the Committee should have a wide discretion granted them, so that they could approach the Government and say 'we have done our duty, do yours' and if not successful they would have the satisfaction of knowing that they had done all in their power to effect their purpose.

Mr. WILLIS and Mr. BRUCE proposed and seconded the following resolution:

That in furtherance of the foregoing Resolutions the Committee make every enquiry in their power into the feasibility of the Plan proposed at Bombay, entering into immediate communication with the Committee at that place as well as with those which may be formed at Madras, Ceylon or elsewhere in India.

Mr. PATTLE proposed the following resolution which was seconded by Capt. Steele, put and carried:

That at the general meeting referred to in the fifth Resolution, if it shall appear to the majority of the subscribers and proxies in number and amount, that there is a fair and reasonable prospect of the plan proposed by the Committee being successful, shall be com-

petent for such majority to direct the whole, or any portion of the Funds subscribed to be paid in aid of that Plan, and that the decision of such majority shall be binding on each individual subscriber.

DWARKANATH TAGORE proposed the following resolution which was put and carried:—

That a period of not less than one month shall elapse between the publication of the Committee's Report in the public papers of this presidency and the calling of the General meeting of subscribers to take it into consideration, and that subscribers resident beyond the precincts of the town of Calcutta be entitled to vote by proxy or by letter, should they so desire it, otherwise the sense of the majority of *viva voce* and written votes to decide the matter.

Mr. TAGORE proposed the following resolution which was seconded by Capt. CRANFORD and carried:—

That the number of the Committee be not augmented except by a public meeting, and that the Committee call a public meeting once in three months, or sooner if requisite, and submit a report of their proceedings to them. And that any twenty subscribers of a hundred rupees or upwards be authorized to call a public meeting whenever they see fit.

The thanks of the meeting were then moved to the chairman and carried by acclamation.

THE CHAIRMAN, in returning thanks, recommended the meeting to persevere in their support of the project, and that every individual should consider the success of the undertaking as if it entirely depended on his own exertions. He would also call their attention to the importance of the multiplication of small sums, and in illustration of the amount which might be derived from that source he would mention one fact.—In a society of which he was a member when in London, the funds amounted to £36,000, out of which £23,000 was the amount of penny subscriptions. He did not think there would ultimately be any want of funds, and he hoped that the government here and the government at home would unite and give permanence to a project in which art would triumph over the difficulties of nature. He felt convinced that the people of England would feel deeply interested in the scheme, and had not the least doubt of its being ultimately accomplished.

## INFANT SCHOOLS.

A meeting of the friends to the principle of Infant Schools took place at the Bishop's Palace on Tuesday morning at 9 o'clock, to take preliminary measures for establishing a Central Institution of that nature in Calcutta.

The Bishop having prayed for success in the undertaking, addressed the meeting at considerable length to the following effect. He stated that he felt considerable difficulty in proposing the particular subject for which the attendance of the meeting had been required, which difficulty arose from two causes, one of which was the general impression that things which relate to concerns of this nature multiplied to too great an extent call on the charity of the public; and the other was that distress prevailed which rendered the circumstances of many of the community very limited. The truth was, he had not had an intention of bringing the matter before the public, but it happened that a school which had been established by

Bishop Turner, had just expired, failed through the loss of the mistress of the school, although Mr. Macpherson, the minister of St. James's, had, at the time, urged his endeavours to support it. It had also of late been made the subject of discussion, and it had been suggested to him to lose no time in bringing the question before the friends of such Institutions. The plan in England was to take children between two and seven years of age, and commence instructing them by taking the most advantage of the little sense they had acquired,—teaching them a little music of a simple nature, admitting all the buoyancy and spirits of childhood, exciting salutarily their curiosity, making use of (for the best purposes) all the feelings of the children; and inculcating in them a little moral guidance, and the elements of religious instruction. He thought the system likely to succeed in this country, for it was from India that Dr. Bell had derived his system, which had now produced what might be called a revolution in the mode of education in England, and a progress had there been made which would at first have been thought incredible. There was a principle in the Infant School system, just as much superior to all other systems that had hitherto been employed for the instruction of such tender minds, as that of Dr. Bell was to others for the tuition of more matured minds. At

any rate, he considered the scheme worth a trial in a place which was justly esteemed the most interesting country in the world. He had a work in his hand explaining all the methods of managing an Infant School, which had been written by his brother William Wilson, who had given his whole attention to the subject, and had really become quite an enthusiast in its favor. Another brother had erected several schools in the vicinity of London, from which most of the teachers of other infant schools had gone. About three years ago there were in the whole country about 300 schools, and the system was now working with the most brilliant success. The whole system might be explained as being one for bringing down the elements of moral and religious instruction to infant minds; and of other of its benefits, it strengthened, by the inculcation of good precepts, the affection between children and their parents; it took them away from home during the time they were most likely to be peevish and troublesome, and by keeping their minds properly and amusingly employed, it made them as happy as the day was long. It was also conducive to the health of children by the bodily exercise they received, and nothing in the world was more calculated to preserve them from the lowliness of spirits and ill health than the way in which they were kept employed. Mr. Bateman had prepared several propositions on the proposed scheme, which he would read to the meeting. The meeting would find that it was suggested to get a teacher from England,—a staid, solid, well instructed master, —one who would be able to work for years,—a man of fixed habits, humble demeanor, and kind feelings; and he considered this plan of securing a teacher necessary to give the scheme stability at the outset. There was one particular he would notice, which was, that the classes in England among whom the benefits of the system had been most experienced, had been those whose offspring, if not taken into proper schools, received instruction in the worst of vices, in the houses of rogues, thieves, and prostitutes, and the juvenile offenders were known to be amongst the worst in England; and it could not be any but the most delightful feeling that arose in contemplating a scheme for rescuing from such crimes the infants whose minds could be devoted to better purposes; but he would not let his feelings carry



him too far lest he should raise too high the expectations of those who heard him. However, it might safely be looked upon as one of the sure means, among many others, of doing much good, where much yet remained to be done. It was proposed first to commence with the children of the poor population, such as the Portuguese, the East Indians and destitute Europeans, and any other class of professing Christians, as he could not conceive any thing that would prove so attractive to them, or so advantageous. Let the Central School be established and the plan would gradually spread, until at last the native community would be induced to join in endeavouring to give it its greatest success by allowing their children to benefit by its advantages. It was not intended that the plan should interfere with any other, but that they should all work together for one common object.

Archdeacon CORRIE stated that the school established by Bishop Turner was first commenced in 1831, in a very private manner, the Bishop not wishing the public to be solicited to support it, till he could ascertain how far the experiment would promise success. The place in which the school was held was the old Madrassa, but this not being afterwards available, another place was taken, the rent of which considerably increased the expenses. The school mistress was an active intelligent woman, who had been born and educated in Ireland, and, as far as the means would admit, the school was eminently successful. It had been found that the children going home during the day to their meals was likely to prove injurious to their health, and therefore at a time when there were 80 children in the school, it was directed that they should there have a slight repast allowed to them, the whole expence of which, in the course of a month, came to between five and seven rupees. The first school mistress left the employment in consequence of getting another affording greater emolument, and a successor of great promise was obtained, but in the course of five or six months she also left the school in consequence of getting married; and from this time the school declined. He wished it to be recollected that it might be proper not only to teach English, but also Bengallee and Hindostani in the school, on account of these being languages with which the children were familiar. In concluding he noticed that Mrs. Wilson having observed the success that had attended Bishop Turner's experiment, had introduced the plan into one of her own schools, and it had also

been adopted in the Free School in the tuition of the younger children.

SIR EDWARD RYAN said, that as his Lordship the Bishop had called on him to express his sentiments on the question of Infant Schools, he would state that he had always had the most favorable opinion of their effects, and he had no doubt that they would be found highly beneficial in this country. The only difficulty that suggested itself to his mind was upon the proposal of sending to England for a teacher. He had been much struck with the manner of proceeding in an Infant School when he first saw one, and he thought it one of the most interesting spectacles he had ever witnessed, but he did not think much talent was required in a teacher. It was true that by sending to England they would get a person particularly qualified, but then came the difficulty, that he would not be able to mix with the children, for the first spoken by some of the children of as were in the native languages, and he could not deal with a child in that manner, a thing as became a principle of the schools, and would have the knowledge and feelings of the child. It was requisite to have a person who would be acquainted with the character and the language of the children, for these were all different from what an English teacher must have been accustomed to. There were also differences of intellect and character among the several classes of children in this country with which the person giving instruction should be acquainted. If they considered the difficulty natives had to encounter, they would be surprised to find how readily they mastered a foreign language, as the English was to them; and it would be found that the East Indian learnt it with much greater difficulty than the Hindoo or the Mussulman. He merely threw this out as a suggestion as every circumstance in the choice of a teacher should be fully considered. He had no doubt that the project would ultimately succeed, and, as his Lordship the Bishop had remarked, the native population would readily avail themselves of the benefit afforded by infant schools to their children.

The Reverend Mr. DEALTRY, Mr. FLOWDEN, Mr. STOCQUELIER, Dr. CORBET, and Mr. SPEED also addressed the meeting upon the subject of the propriety or otherwise of commencing the schools upon a small scale at once. Mr. Dealtry argued ably in favor of the Society's waiting until teachers could be obtained from England. The Revd. Gentleman



also went over the ordinary objections to infant schools, and completely refuted them. 1. Plowden and Dr. Corbyn recommended prompt measures, suggesting that probably fit teachers might be found now in the country. Mr. Sped spoke to the interest which the Natives took in the proposed institution. Mr. Superintendent supported Mr. Dealtry's view. The following Resolutions were then unanimously agreed to,—

1. That Mr. J. Bateman, who drew them up, having been previously requested, at Sir Edward Ryan's suggestion, seconded by Mr. Dealtry, to accept the office of Secretary.

It was resolved,

1st. That an Institution be formed which shall be called, *The Calcutta Infant School Society*

2nd. That this Society consist for the present of a Patron, President, Vice President, Committee of Gentlemen, and Secretary; and that when its operations actually commenced, a lady (mistress) and a ladies' Committee be requested, (and their aid in furthering the Society's objects).

3rd. That the following gentlemen be requested to fill the different offices here assigned to them, viz.

*Patron,*  
The Governor General.

*President,*  
The Bishop of Calcutta.

*Vice-Presidents,*  
Sir John Fanks,  
Sir Edward Ryan,  
Sir Charles Metcalfe,  
Alex. Ross, Esq.

The Ven. Archdeacon Corrie.  
The Revd. D. Mill, Principal of Bishop's College.

*Members.*  
All Subscribers to the amount of 32 Rs. per annum.  
All Donors to the amount of 300 Rs.

*Committee.*  
Rev. T. Robertson  
Rev. H. Fisher  
Rev. I. Dealtry  
Rev. R. B. Boyer  
Major Hutchinson  
Capt Marshall  
Mr Newbolt  
Mr Bush  
Mr Corbyn  
The Rev Professor Holmes  
The Rev Professor Withers

The Rev. J. Sandys  
The Rev. J. Morse  
Thos Pakenham, Esq.  
W. W. Bird, Esq.  
R. D. Mangles, Esq.  
Rev. A. McPherson  
Rev. Thos. Proctor  
Rev. J. Bateman  
Rev. T. Reichardt  
— Braddon, Esq.  
A. Beattie, Esq.  
J. H. Stokwater, Esq.

*Treasurer,*  
The Bank of Bengal

*Secretary,*  
Rev. Josiah Bateman, Pro. Tem  
4. That the object of the Society be two-fold.

1. To bring up children from the age of two to seven years in habits of order and obedience, connected, so far as may be possible at so tender an age, with moral and religious instruction.

2. To extend the plan as far as possible by constitutionally instructing in the Central School, Master and Misses for other Schools in Calcutta, and in the Districts.

3. That this original plan embrace the children in the first instance of professed Christians with a hope, that eventually the benefits of it may be extended to the native population.

6. That a Master and Mistress, thoroughly conversant with the whole system, be sought for in England, and that the Secretary be empowered, under the direction of the Right Rev the President of the Society, to provide suitable persons, to pay for their passage to this country, to offer them a dwelling and a salary, the Master of 200£, the Mistress of 150£ per annum.

7. That during the interval which must elapse before the arrival of the Master and Mistress, the Committee be empowered to purchase or erect suitable premises for the purposes of the Central School.

8. That a subscription be immediately entered into for defraying these necessary and primary expenses, and for the purchase of the books and machinery essential to the full development of the system, and that the same be requested to apply to Government for their pecuniary aid, or for a grant towards defraying the primary expenses.

Eventually it is hoped that the school will in some measure support itself as

# THE BHAGURUTTY CLUB.

It is intended that each child shall pay one anna per week.

When the discussion of the whole question had terminated a book was handed round and the following subscriptions were instantly raised.

DONATIONS.	SUBSCRIPTIONS.
The Bishop of Calcutta, ...	300
Josiah Bateman, ...	0
Sir Edward Ryan, ...	200
Dwarkananth Tagore, ...	0
Archdeacon Corrie, ...	0
Rev. H. Fisher, ...	50
Rev. T. Dealtry, ...	0
D. McFarlan, Esq., ...	50
Major G. Hutchinson, ...	32
Lt. R. J. H. Birch, ...	50
M. W. Woollaston, ...	16
S. J. Honeywood, ...	100
Capt. Geo. Dalby, ...	100
Rev. R. B. Boyes, ...	32
Dr. Jno. Corby, ...	0
Lt. J. Graham, 50th N.	32
J. Barrackpore, ...	30
John MacRitchie, ...	20
J. N. Colnett, ...	32
Rev. T. Proctor, ...	32

W. H. Abbott, ...	32	0
T. C. Simpson, ...	10	0
Capt. Marshall, ex- aminer College of Port William, ...	32	0
J. Garrett Jones, ...	0	32
Lt. G. Newbolt, ...	0	36
Lt. Ed. Bruce, 48th N. I., ...	20	0
R. Powney, ...	32	32
John Payne, ...	0	32
Lieut. Awdry, ...	16	0
Lieut. Todd, H. M., ...	16	0
C. Trevelyan, Esq., ...	32	32
Rev. A. Macpherson, Editor of the John Bull	0	32
C. B. Greenlaw, Esq., ...	0	32
T. Plowden, Esq., ...	0	32
Principal W. H. Mill, G. N. Wickers, ...	0	32
W. W. Hird, Esq., ...	0	100
R. D. Mangles, Esq., ...	0	32
W. H. Macneish, Esq., ...	0	100
John Douglas, ...	0	32
Alfred H. ...	0	32
Thos. Pakenham, Esq., ...	0	32
J. ...	0	32

# THE BHAGURUTTY CLUB.

At a meeting of Indigo planters held at the old house of Dum-Dum, on the 10th May: Present Messrs G. Hardie, M. Maclean, W. G. Rose, J. A. Deverell, F. Saupin, R. C. Bell, J. A. Terranean, J. Porteous, J. A. Gregg and T. V. Newton: it was resolved to establish a Club:

1st, "To promote acquaintance and mutual good understanding among planters."

2d, "To adjust disputes whenever they may happen to arise among the members of the Club."

3d, "To promote mutual interests in every possible way for the general good of the whole body."

After reading the above objects of the Club and electing a President (Mr. Hardie) a Vice President (Mr. Rose) a Secretary (Mr. Gregg) it was resolved:

"That it shall be incumbent on members of the Club to submit all disputes to the decision of the Club, and that they do abide by such decision, such a rule evidently tending to save expence to all parties and to promote the first object of the Club, the decisions of course to be made in good faith and honor by the members of the Club. Mr. Newton however objected to the above regulation

extending to disputes existing previous to the formation of the Club."

It was also agreed.  
"That the President, Vice President and Secretary be elected annually."

"That the Club have four meetings in the year, viz. on the 20th of May, 10th of September, 20th of November, and the 10th of February."

"That the President and Secretary appoint days of extraordinary or special meetings, seven days previous notice of such meeting, being always given to each member of the Club."

"That future candidates who may be proposed by an actual member to be admitted into the Club, be ballotted for and elected by a majority of two thirds of existing members on meeting days."

"That a copy of the Government Regulations, particularly those which have reference to lands, revenue and Indigo cultivation may be purchased for the use of the Club, and that enquiry be made previous to next meeting, which may be most useful in giving the information required."

"That any difference of opinion that may arise as to the intent and meaning of the preceding rules and regulations be decided by a majority of the members of the Club, as also that all future rules and

regulations he settled by a majority of at least two-thirds of the members of the Club, also resolved.

"That members failing to attend fixed or special meetings without sufficient reason, be fined in the sum of fifty rupees for such non-attendance, such fines to be imposed by a majority of the Club."

"That a copy of these proceedings be engrossed in a Minute Book, to be pre-

pared and kept for the purpose of recording the proceedings of the Club, and that a special meeting be held on the 1st of June next, to enable the members to sign the name, and to consider of any further propositions that may be brought forward to the meeting."

The thanks of the Club were then voted unanimously to Mr. Gregg, for the use of Durr Durrmah House and the Meeting broke up.

## INDIGO MART, — JUNE 1, 1838.

1838 2. — REPORT UPON THE CROP OF 1838.

The greater part of the past month has been favorable for the growth of the plant, and a general improvement in prospects has been expected, except in Tynhoor, where, which, however, as elsewhere is expected, though in some parts of Tynhoor, the crop is not so fortunate. The heavy rain of the 1st does not appear to have done much injury as was expected, except to the October plant in the Bangalore, and along the Bangalore, it has suffered very severely, and there will be a serious falling off in produce from these factories, which chiefly depend upon this cultivation.

The crop is generally backward in growth and in the time of sowing, should therefore the inundation be early, or the rains late, and then heavy, the result of the season will certainly be unfavorable.

The crop is not now at all likely to exceed 90,000 Mds., while the chances are much more in favor of its not being above 65,000 Mds.

The London Report of the 12th January speaks favorably of expected prices, in consequence of a fall indicating consumption; the stock of 31st December 1837, being 2491 chests less than that of the former year, although the importation had been larger by 241 chests. The result of the January sale of 4071 chests is not yet known—the valuation at as follows:

38 Chests ordinary, 10 good	
downing, .....	2-9 16
1843 Good downing, to	
midling shipping, .....	3 6 3-0
1144 Middling, 10 good	
shipping, ....	4-6 10
247 Good to fine ...	4-6 7 6
71 Very fine ....	4-6 6-0
Remainder, Made up and sundries	

PRIGGAVE AND CO.

## THE STEAM COMMITTEE.

On the 1st July, the Steam Committee waited upon Lord William Bentinck to report the progress of the Subscriptions. His Lordship gave them to understand, that he received them, not as Governor General, but as an individual Subscriber, feeling, as it is well known, a strong personal interest in the success of the object. The Committee being asked to state their plan of operations, replied that no plan had yet been settled, and indeed the discussion of plans had purposely been delayed for the present. It was suggested to them, however, and we believe they intend to adopt the suggestion, that they should at once go into the subject, his Lordship being very desirous to have their opinions as to what may be done. The Committee were told, that the Court of Directors had sent out an estimate, shewing that the cost of Steamers suited to the purpose, would be 3½ lakhs each, and that believing it would require an outlay of about 15 lakhs to establish a line of Steam Packets on a proper footing, they did not consider themselves justified in sanctioning so heavy a disbursement for such a purpose. We trust the Committee will be able to shew that this estimate is much over-rated. We have heard that a lakh and a half of rupees would build a suitable vessel here or at Bombay, includ-

ing every thing except the cost of the engines, which surely would not exceed a lakh, and such a vessel will be much more durable than any craft built in Europe. Besides, it seems that four Steamers are contemplated in the Court's estimate. If it should appear by the result of the present experiment, that two will be sufficient, with or without the aid of sailing packets, the objection of the vastness of the expense will cease to exist. We make this remark with reference to the probability, that the Home Authorities will be induced hereafter to give us a regular establishment of Government packets, but it is not complicable to the question more immediately before the public; for, if the disposition of Government to undertake the business should be influenced by the degree of success obtained by individual exertions, the confidence of subscribers most necessarily be stimulated by the discovery, that the objections made by the Court of Directors arose out of calculations of expense very much exaggerated. They have the greater motive to prove them so by actual experiment; and even before that strict test, if this shall be made out by a well-digested prospectus, they may the more confidently hope for aid from the local Government, if necessary, to carry them through.—*Calcutta Courier*.

## STEAM COMMUNICATION MEETING AT MADRAS.

The Public Meeting on the 14th June, on the subject of Steam Communication was very numerously attended and by most of the influential members of the Society. The Advocate General, Mr. Norton, on the motion of Mr. Chamber was called to the chair and opened the meeting in a laudatory and comprehensive speech, embracing a detail of all the advantages likely to result from carrying into effect the grand object in view, and recapitulating and enlarging upon the Prospectus published by the Bombay Committee.

The following Resolutions were then proposed to the Meeting and carried unanimously.

1st. That the Establishment of Periodical Steam Navigation to Europe via the Red Sea would be productive of the most important benefits to the community at large, both of Great Britain and of India.

2nd. That the Plan and Proposals for effecting this object adopted by the public Meeting at Bombay of 14th May last, hold out every reasonable prospect of success, and deserve the general support of the inhabitants of Madras.

3rd. That a subscription be opened for the purpose of assisting the objects of the Steam Navigation Committee of Bombay.

4th. That the amount of such Subscription be entrusted to the disposal of the Bombay Steam Navigation Committee and upon the same terms as the Bombay Subscriptions; and upon the confidence that the best arrangements will be made, which circumstances admit of for extending the benefits of the proposed Steam Establishment to the Members of the Madras Presidency.

5th. That a Committee be formed for the purpose of collecting the Contributions

and communicating with the Bombay Steam Navigation Committee, or their Agents as they may deem expedient.

6th. That the following Gentlemen be of the Committee with liberty to add to their number, viz.

C. M. Lushington, Esq.; H. Chamier, Esq.; Colonel Sewell, Lieutenant Colonel Hanson, George Norton, Esq.; J. W. Dare, Esq.; J. Fraser, Esq.; T. R. Whentley, Esq.; Major Limond, and W. S. Binny, Esq.

7th. That all the other Gentlemen who signed the letter to the Sheriff calling for this Meeting be added to the Committee, viz.

Colonel Fearon, Lieutenant Colonel Cullen, Raghav Chitty, Sreemavasa Pillay, Chocapah Chitty, and Armoogum Moddy.

8th. That the Subscription be open in common for all classes of the inhabitants of this Presidency, both British and Native.

9th. That the Committee be requested to forward Books for Subscriptions to the stations of this Presidency.

10th. That these Resolutions be advertised by the committee in all the Ma-

dras newspapers, and also the names from time to time of the Subscribers.

11th. That the Subscriptions be received at all the Agency Houses of Madras.

12th. That the Committee be requested to communicate with Mr. Waghorn's Committee with a view, if possible to apply the funds under their control for the purposes of the present Subscription.

The Venerable Archdeacon Robinson then in an impressive and energetic speech moved the thanks of the Meeting to the Learned Chairman for his very able conduct in the chair, which was carried by acclamation; and Mr. Norton returned eloquent acknowledgments.

Mr. Cator moved the thanks of the Meeting to the Sheriff.

The Subscriptions in the room we understand amounted to about 10,000 Rupees.

We congratulate the Madras community upon this prompt and decisive step to promote the plans proposed at Bombay; and we do not doubt speedily to see the Subscription list swell to an amount, whose magnitude shall be a real effectual help to the undertaking.—*Madras State Asylum Herald*, June 17.

## THE ELPHINSTONE COLLEGE AT BOMBAY.

Agreeably to the promise made in our last, we have the pleasure of laying before our readers, an abstract of the Plan for the Institution of the Elphinstone Professorships, drawn up by the Committee appointed by Government for that purpose. The decision of Government, we before stated, has been postponed, until the receipt of certain information regarding the College at Calcutta, for which application has been made.

1st.—That an Institution for the promotion of education, be established under the Native Education Society to be denominated "The Elphinstone College of Bombay."

FOUNDER,  
THE HONORABLE MOUNTSTUART ELPHINSTONE.

2nd.—That the College be established on the same footing as the Native Education Society, with regard to religious matters, under the prohibitions contained in Regulation No. 2, of that Society.

3rd.—That the management of the College be conducted by a Council of nine, to

be elected annually, to consist of 4 Europeans, and 1 Native, with a President.—The President and one European Member to be nominated by Government, the remaining 7 Members to be elected by the Directors of the Native Education Society, Government having a Veto on the election of the European Members only.

4th.—That the funds contributed towards founding the Elphinstone Professorships, be vested in the College Council for the time being, as Trustees, it being clearly understood that the principal, or capital, is to be inviolable, and the interest accruing thereon, alone to be considered at their disposal.

5th.—That the President of the Council be Ex-officio Visitor of the College.

6th.—That the Council elect their own Secretary.

7th.—That the first Professors be appointed by the Honorable Mountstuart Elphinstone, and that future Professors be appointed by the College Council for the time being, first from among learned men invited from Great Britain, and when

the happy period shall arrive when Natives of this country shall be found perfectly competent to undertake the office from them.

8th.—That the Professors shall be liable to removal by Government on the representation of the Council.

9th.—That the Council, in conjunction with the Professors, shall determine the terms of admission, the hour of the lectures, and such other matters of detail as may be necessary.

10th.—That a Student having attended the Lectures of the College for a term of three years, and producing a certificate from the Professors to that effect, shall receive from the College Council a certificate or diploma, stating the subject of his studies, the proficiency made by him, &c.

11th.—That 2 Professors be appointed, to give Lectures in General Literature, and in Natural and Experimental Philosophy.

12th.—That the Professor of General Literature shall undertake the Department of Language, Belles Lettres, Moral instruction, History, Geography and Chronology.

13th.—That the Professor of Natural Philosophy shall undertake the Departments of Astronomy, Mathematics, Chemistry, with other kindred arts and sciences.

14th.—That the Professors shall deliver Lectures, and examine Students in them for a given number of hours, in certain days in the week, besides which, they shall deli-

ver Public Lectures open to any one, on terms approved by the Council.

15th.—That in conducting their Lectures, the Professors shall at all times have in view to inculcate sound morality.

16th.—That the salary of the Professor of Astronomy be Rupees 600 per mensem, with the Astronomer's House at Colaba for a residence, and that the salary of the Professor of General Literature be Rupees 700 per mensem, including house rent.

17th.—That an intelligent Native be allowed as an Assistant, to each Professor. The salary of the first to be Rupees 150, and of the second, Rupees 100 per mensem.

18th.—That 6 Fellowships be established, 4 at Rupees 25 per month, and 2 at Rupees 50, to be awarded on an examination by the Council, to the best qualified candidates, from among the Students who have received the diploma or certificate mentioned in resolution 10th.

19th.—That the sum of £150, be given to Professors on being first appointed, as Passage Money from England, and Rupees 1,500 on finally returning from India.

20th.—That in case of certified sickness the Professors be allowed leave of absence for a period not exceeding 2 years, receiving during such absence a salary of £150 per annum.

21st.—That the sum of Rupees 200 per mensem be appropriated for the Salary of the Secretary and Expenses of the Establishment.—*Hombay Darpan*, June 14.

## CHOWRINGHEE THEATRE.

One of the Managers of the Chowringhee Theatre, who has long shewn a warm interest in its prosperity, Mr. Longueville Clarke, has lately taken a good deal of trouble to enquire into its finances, and the causes which have produced embarrassment therein. The result of his investigation, with a scheme for the improvement of the Theatre, is exhibited in a letter addressed to his brother Managers, which they have very judiciously printed for circulation among the Proprietors. We have been favored with the perusal of the little brochure, just about to issue from the press. It is prefaced with a short recommendation by the Secretary on the part of the Committee of Management, who justly compliments Mr. Clarke upon "the able and comprehensive view he has prepared of our (the theatre's) past transac-

tions and future prospects." "The Committee of Management (adds the Secretary) have given their full assent to views no less ably developed, than, as it appears to them, likely to accomplish the objects which they contemplate; and they should not feel satisfied that they were performing their duty to the Proprietors, if they failed to recommend the whole scheme to their most favorable attention."

As the brochure will soon be in every body's hands, for every body will take an interest in the matter, we shall give a very brief account of its contents. Mr. Clarke shews that, from the opening of the Theatre on the 30th June 1814 to the present period, there have been (exclusive of benefits, and of plays during Mr. Linton's engagement) 188 performances, the receipts of which have amounted to 3,66,637

Ru., and the average cost of the last 15 performances having been 1320 Rs., there would, at the same average for the whole number of plays, be an excess of 29 Rs. per play, after allowing 400 Rs. for fixed salaries, and 100 Rs. for repairs, per month.

"The questions therefore are, can we reduce our fixed salaries to 400 Rupees a month? Will 100 Rupees a month keep the house in repair? and can we continue to get up performances on the same scale of cost as the last 15? If so, it must be obvious that, according to 18 years experience, the Theatre may be kept open without even the aid of contributions or subscriptions from the Proprietors."

These questions, it seems to us, do not go to meet the case; for there is a sad falling off in the number of plays during the last two years, which exhibit only 9 plays in 1831-2 and 6 in 1832-3, while in the first year there were no less than 20, and in the second and third 19 and 18; so that the fixed establishment and cost of repair have pressed much more heavily upon the last period than upon the first, and at the rate of 500 Rupees per month, have amounted within 25 per cent. to as much as the whole expense of the 6 performances of the year now concluding. The receipts—

of the first 61 plays were..Rs.	1,19,281
of the next 65 .....	1,25,263
of the last 62 .....	1,21,093

from which are excluded the years of Mr. Linton's lease, namely, 1827, 1823 and 1829; but sub-dividing the third period, we find 31 plays of 1822-29 to have yielded.....Rupees 67,105 and 31 plays of 1829-1833..... 53,962 shewing a falling off since 1829 of 423 Rupees per play. The discouraging appearance of this result, however, is removed by comparing the receipts of the last 33 plays with those of the first 33 of 1814-15; the former shewing 8576 tickets to have been sold, and the latter only 7125; the increase, too, being almost entirely in the boxes. The free admissions however have diminished 33 per cent., while the sale of tickets has increased 25 per cent., so that the audiences have fallen off about 6 per cent.

It is commonly supposed, that a share in the Theatre has been a source of expense to the Proprietors. Far from this being the case, it appears that, for their original subscription of 1,000 Rupees, and the subsequent calls upon them of 866 Rs. in all 1,866 Rs., they have received tickets (two each play) to the value of about 3,500 Rupees; so that even those incurred no loss who have attended only half the per-

formances. The system of issuing these free tickets, however, is shewn to be the bane of the concern, the cause of its constant embarrassments; and Mr. Clarke proposes that in future "each Proprietor should be entitled to a Ticket for his personal admission at 4 Rs., Ladies' Tickets 4 Rs., Gentlemen's 6 Rs. *second tier* of Boxes 3 Rs. The Managers and Amateurs alone to have free *personal* admission."

The debt of the Theatre now amounts to 4000 Rupees, and about 100 shares are held by individual proprietors. Mr. Clarke proposes that the Proprietors give up their shares, and in lieu thereof receive 10 Tickets in a Lottery, offering, besides these 100 shares as prizes, the temptation of large money prizes, on a scale as extensive, and more seducing than the Calcutta Lottery Schemes; the object of this magnificent plan being, not only to get rid of present embarrassments, but also to form a fund to rebuild the house. The whole number of Tickets in the Scheme is 5,000, including 1,000 for the present Proprietors. We confess, that we have not much confidence in the sale of so many Tickets, — more than the number usually sold of the Calcutta Lottery, with which they will stand in competition; and we are averse to this method of raising money for any purpose, however commendable.—*Calcutta Courier*.

#### ANNUAL MEETING OF PROPRIETORS AT THE TOWN HALL.

Mr. Charles Prinsep was called to the Chair. The managers having as usual resigned their offices, their Report was read. It exhibited—

a total expenditure of.....	8839	1	8
against receipts.....	7926	11	1

leaving a loss of .....	962	9	7
which, added to the former debt of.....	3197	12	10

showed a total debt of.....	4160	6	5
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The Report adverted particularly to the repairs required, and drew the notice of the Proprietors to the Scheme which had been prepared and circulated by Mr. Longueville Clarke.

Mr. O'Hanlon called for a list of all free admissions, and for explanation of the powers of the Managers to grant them. A list was presented accordingly, and Mr. Parker explained the manner in which the Managers made use of the discretion granted to them of issuing free tickets. Mr. O'Hanlon thought some abuses had crept into the present practice, which was

partially admitted by some of the late Managers.

Upon a motion by Mr. W. Prinsep, it was resolved -

That the future management take into their serious consideration the subject of free admissions, and establish such rules and checks as shall prevent all abuse thereof, and that they grant no free admission to any person receiving salary for services performed.

Mr. Longueville Clarke pointed out that a difficulty had arisen among the Managers regarding the election of Honorary Managers. Such practice had long existed, and no doubt with benefit to the house, but it did not accord with the fixed rules of the Proprietors; he wished therefore to legalise a proceeding which had been found highly beneficial, by proposing -

That the Managers shall have the power to associate with themselves Honorary Managers, whether Proprietors or not; but that they should have no voice at the board of management upon any question of disbursements or expenditure.

Mr. O'Hanlon objected to giving any power to the Managers, that was not in accordance with the original rules, and proposed an amendment which would have vested in a majority of the Managers the power of doing any thing they pleased.

After some discussion and explanation from Mr. Parker, Mr. Plowden, and Mr. W. Prinsep, as to the propriety of leaving such discretion with the management, since it had never been exercised except for the promotion of the objects of the Society, - the original proposition was carried by a large majority.

Upon the motion of Mr. Kyd, it was unanimously resolved to grant the use of the house to the Secretary, Mr. Farmer, for a benefit, free of any charge for rent, he paying the usual expenses.

Mr. Farmer, in a very neat address, thanked the Meeting for their kindness, and expressed a hope that his exertions for the general good, particularly in check-

ing the expenditure, would prove that he duly appreciated their flattering opinion.

Mr. Trower moved, that the printed proposals of Mr. Clarke be adopted by the proprietors and at once carried into execution.

Mr. O'Hanlon thought it would be premature to adopt such measures. Time was required to reflect upon such grave and important points as pulling down the house and building another, and throwing up proprietary rights - that likewise upon the chance of success attending the Lottery scheme. He therefore proposed an amendment, but withdrew it in favor of a second amendment by Mr. James Prinsep, which was carried unanimously.

That Mr. Clarke's statement being read, the proprietors express their grateful feelings for the valuable suggestions offered, and that his scheme be taken into consideration at the next General Meeting of proprietors; the Managers trying, in the meantime, one season, under a revised arrangement of expenditure and reduce prices of entrance.

Mr. Trower stated that the quarterly contribution had been voted by the proprietors only for one year, but as a small amount of the debts still hung over the proprietors, - although proposed economical arrangements might possibly redeem it, he thought it highly advisable, -

That the quarterly contribution should continue to be levied for another year, - which proposition was carried unanimously.

A petition from Mr. Squires, the carpenter and machinist, applying for increase of salary, was read and referred to the future management.

Proposed by Mr. Kyd, seconded by Mr. Cayorke, and carried unanimously, -

That the managers for the past year be re-elected, and that the thanks of the proprietors be recorded for their valuable exertions in promoting the objects of the Calcutta Dramatic Society.

The meeting terminated with the usual thanks to the Chairman - *Calcutta Courier*

## SUPREME COURT.

WEDNESDAY JUNE 26.

THOMAS WYATT v. ROOPLAL MULICK.

The plaintiff in this case is the surviving Assignee of Thomas Shepherd, and sought to recover Sa. Rs. 2,812 12, on five bills, with interest thereon. The case was brought before the court during the First Term of the present year and the plain iff was nonsuited; it was again brought forward during the Second Term with the

same result, the court being of opinion that there was not sufficient evidence to prove that the assignment put in by plaintiff was an examined copy of the record, and that the signature of the enrolling officer did not prove that the instrument had been duly executed.

Mr. ADVOCATE-GENERAL stated the case for the plaintiff - In the year 1824, there were two persons carrying on business in Calcutta named Graham and Brewer; in



the course of their dealings they became indebted in a considerable amount to a person named Shepherd who was then residing in Calcutta. On this debt they were arrested and thrown into jail; and shortly afterwards Mr. Shepherd left this country for England, having first appointed Mr. Richard Marnell his constituted attorney in Calcutta. Graham and Brewer, afterwards entered into an agreement with Colvin and Co., the acting trustees for their estate, and agreed, on behalf of Mr. Shepherd, that they should be released from jail on condition that Colvin and Co. would pay one-half of Shepherd's demand out of the assets of the estate, and the other moiety of the debt should be secured by six bills bearing interest, at the rate of three per cent., and payable in three, four, five, six, seven and eight years, accepted by the firm of Mercer and Co., and for greater security, countersigned by Leopaul Mullick. After other arrangements the bills were executed and finally accepted by the defendant. In June 1824, a commission was sued out against Mr. Shepherd, who had arrived in England, and he became a bankrupt; the plaintiff in this action and a Mr. Nash were then appointed assignees to the estate. Shortly afterwards Mr. Nash died, and, consequently, the interest in the estate devolved on the plaintiff. Five of the bills accepted by the defendant had become due, and Mercer and Co. having failed, the present action was for the amount and interest. The learned counsel, after alluding to the former non-suits, and remarking that justice though slow was sure, in order to prove the plaintiff's right of action where in the case had failed on the previous trials, cited 2 and 3 Will. 4. chap. 114, recently arrived in this country, wherein it is enacted that on the production of proceedings purporting to be sealed with the seal of the Court of Bankruptcy, the same shall be received as evidence of such documents respectively, and of the same having been so entered of record without any further proof thereof.

Mr. TUTTON, for the defendant, objected to the proceedings being received in evidence, first; they contained a deposition of a deceased witness; though the act cited by the Advocate General contained a provision in case of the death of the witness, it was still necessary to prove the death before the deposition could be received in evidence. Secondly, the provisions of the Act did not extend to this country, but if they did there was no proof before the Court that the act of trading sworn to by the petitioning creditor to have been during a period of time, was subsequent to the act of 6 Geo. 4. chap. 16. coming into operation, which was neces-

sary in order that it might come within the provisions of that act.

The Court with regard to the objections, decided that the proceedings before the Court of Bankruptcy should be received in evidence; though it had strong doubts on the subject, such would be the best course, and in case of verdict for the plaintiff, defendant might move to set aside and enter up a non-suit, and if refused the party might appeal home so that there would be no further occasion for the case coming before this court.

FRIDAY, JUNE 28.

COCKERELL AND OTHERS v. ADAM AND OTHERS.

This was the case between the Assignees appointed by the Insolvent Court and the Trustees appointed by the creditors of Mackintosh and Co. Sir John Banks did not sit. The learned Judge was unwell, and had not attended the Court since Wednesday the 26th June.

Mr. PALMER opened the pleadings.

The Advocate General stated the case for the plaintiffs, and after stating the different counts in the plaint said, that the property was stated to be in the possession of the insolvents who composed the firm of Mackintosh and Co., on the 4th of January, and about that period the firm found themselves obliged to suspend their ordinary payments. He should produce in evidence the fact that Alexander and Co. had suspended their payments a little previously and their affairs had come under the management of the Insolvent Court. About the same time it would also appear that Mackintosh and Co. wrote a letter to their creditors, which indicated that they were aware, as all engaged in mercantile proceedings must have been, that the circumstance of Alexander and Co.'s failure would greatly affect public credit and might be injurious to themselves. He mentioned this circumstance to shew that at that early period the firm entertained some doubts as to what would be the state of their affairs, and shortly afterwards, on the fourth of January, they stopped payment and issued the following circular—

Dear Sir,—It is our painful duty to apprise you, that under the heavy and incessant pressure of unexpected pecuniary calls in consequence of the panic arising from the failure of Messrs. Alexander and Co., and the imputation of further extensive withdrawals of funds to be made at the end of the commercial year, we have been obliged to stop payment, pending a reference to our creditors.

We shall lose no time in preparing a correct statement of our affairs for the in-

formation of our constituents, after which it will remain for them to decide on the measures to be adopted for the realization of the debts and assets, whether under the the Insolvent Court by Trustees—or by ourselves.

In any case, our best exertions, in whatever way they may be judged most likely to be useful to our creditors, shall be devotedly rendered; and should we be permitted at the same time to conduct a separate business of a nature consistent with the unfortunate situation of our affairs, we shall regard the privilege as valuable only in proportion as it may enable us to improve the out-turn of our Estate. On this subject we propose addressing you more fully when our accounts are ready for submission.

We remain,  
Your faithful Servants,  
(Signed)

MACKINTOSH AND CO.

It would appear from a passage in the circular that the firm had a view, if not an intention of petitioning the Insolvent Court for their discharge under the provisions of the Insolvent act, but subsequently several meetings were held; what took place at them was not very material, though he was aware those proceedings were the grounds of his learned friends' defence. After the suspension of their payments, Mackintosh and Co. continued to exercise every kind of authority over the property, and were still in possession of the books of the firm and carried on the business as before, having the order and disposal of their estate, the disposition of their affairs, and power to part with whatever they might think proper. Under these circumstances, a writ having been taken out against them, they committed an act of insolvency and absconded to Serampore. On the 7th of May they were adjudged insolvent, and on the 11th of the same month the plaintiffs were appointed Assignees to the estate, in consequence of which application was made to the defendants, who it was understood had possession of the property, requesting them to resign charge of it to the Assignees. The defendants, however, refused and set up a right to detain the property, which right the Court would have to try and determine whether the defendants should continue in possession.

The learned Counsel proceeded to call witnesses to depose to the necessary facts, when after a little delay, it was arranged that the jurisdiction, the act of Insolvency, the debt due to the petitioning creditor, and various other facts, should be admitted. Mr. Vant Hart and Mr. Charles Morgan were examined at con-

siderable length by the counsel for the plaintiffs with a view to establish that the deed of trust was merely nominal, that the partners in the firm had still the uncontrolled management of their affairs, that due diligence had not been exercised by the trustees appointed at the public meetings of the creditors, they having only met once each week, and that the public had not been properly apprized of the failure and the intention to hold such meetings. The facts elicited in the examination of the witnesses have been so often before the public that we judge it unnecessary to insert them here.

Mr. TILSON, for the defendants, expressed his surprise that it should be stated in Court, that the public had not been apprized of the failure of Mackintosh and Co., and also that his learned friend should rely on the want of diligence in the trustees, when the Assignees of a much larger estate, that of Palmer and Co., only met once each week; and commented on the fact that Mr. Jenkins, the Secretary to the Assignees of Palmer and Co. who must have been well aware of the proceedings of the trustees to that estate, should be one of the plaintiffs in the present action. With reference to the want of publicity he thought the creditors in the Mofussil, as well as those in Calcutta, must have been extremely passive if they were not apprized of the facts of the failure; and with regard to the second objection, it was not likely that the gentleman appointed assignee to the estate of Colvin and Co. gave his personal attention to the business oftener than one day in each week. But putting aside these points, the matter to decide was whether the assignees appointed to act for the benefit of the creditors were legally appointed; and when the trust deed was put in it would be for the court to decide on the legality. He thought there was nothing extraordinary in Mackintosh and Co. writing to their friends requesting their forbearance, or that they should have felt some alarm at an event which must have had great influence on the mercantile community. Lord Eldon had declared that if every creditor came for their amounts at the same time, no firm in the world would be able to pay its claims, although it might be perfectly solvent; therefore there was nothing extraordinary that Mackintosh and Co. should send the circular, to which allusions had been made, deprecating any withdrawal of confidence. The learned Counsel then took a review of the proceeding of the trustees and read several extracts from their Minute Book, showing that they took an active part in the

management and controul of the estate, and alluded to their exertions in reducing the expenses of the establishment from Rs. 6,900 to 2,000 per mensem, exclusive of the salary of Mr. Jenkins who had been employed by the firm at a salary of 1,500 per mensem, and whose services the Trustees had dispensed with. Of this latter fact the plaintiffs were most likely aware; one of them being a Mr. Jenkins, he thought it possible the gentleman who had been dismissed might be connected with the plaintiff and have communicated his misfortune to his relation.

The learned Council stated his readiness to enter into the arguments of the case, when the learned Judge interrupted him, and after alluding to the absence of Mr. Justice Franks, occasioned by indisposition, stated his intention of giving such a decision as would allow the party to bring the case again before the Court.

Mr. Advocate General did not reply to Mr. Turton; and the Court gave a verdict for the plaintiffs with leave to move to enter a verdict for defendants.

### WEDNESDAY, JULY 3.

#### DOE ON THE DEMISE OF HOPPER v. CLEMENTS BROWN.

This is a case of ejectment and was brought before the court during the first term of the present year, when the plaintiff was nonsuited on the ground of informality of notice; the notice to quit being dated on the 13th of the month, and the house having been taken and the rent due on the first of the month, the court decided that the notice was not good and ought to have been dated from the latter period. The facts are as follow:—some time since Colonel Hopper, the proprietor of certain property at Dunn Dum, left this country for England, after authorizing Lieut. Jervis to act as agent for him during his absence. Subsequent to Colonel Hopper's departure, Lieut. Jervis let Fairlie House at Dunn Dum, to Brigadier Brown at the monthly rent of Sa Rs. 250 with an understanding that the tenant so long as he remained at Dunn-Dum should have the premises at that rent. The payments were made monthly to Messrs. Mackintosh and Co., and the rent was considered to be due on the first day of each month. In June 1832, Colonel Hopper returned to this country, Lieut. Jervis had died in the interim, and Colonel Hopper not liking the terms at which Fairlie House had been let, served Brigadier Brown with notice to quit, one month after receipt of notice, dated 13th of November last. Brigadier Brown refused to quit and the action was brought. It was urged for the plaintiff that there was no proof that Lieut. Jervis

had any authority to let the premises for an indefinite period, and that the regular monthly payments were sufficient to show that the house had been let from month to month, as is the usage of the place. Defendant contended that the agreement had been made for an indefinite period, and that Lieut. Jervis was the plaintiff's authorized agent. The Court leaving all questions of law undecided, nonsuited the plaintiff on the ground of informality of notice; the house having been taken on the first day of the month, and the payments being due on that day, the notice to quit ought to have been for one month after that period. Proceedings were again commenced and notice of trial during the present term served on the defendant.

MR. TURTON, on a former day obtained a rule nisi to shew cause why the trial ought not to be postponed, on account of the absence of a material witness, Lieut. Col. Beatson, at Simla, it being unsafe for that gentleman to return to Calcutta during the present season. The learned Counsel put in the affidavit of Mr. Andrew Wight, attorney for the defendant, which set forth:—that he was informed certain correspondence took place between the plaintiff and Lieut. Col. Beatson, amongst which was a letter fully recognizing Lieut. Jervis as his agent; and that the deponent had sent a subpoena to Lieut. Col. Beatson to produce the letter, but that it was impossible the latter could return from Simla in time for the trial.

THE ADVOCATE GENERAL now showed cause and contended that though Lieut. Jervis was the agent of the plaintiff, he had exceeded the power entrusted to him; and that Mr. Wight ought to have stated in his affidavit that the correspondence was at Simla, in the possession of Lieut. Col. Beatson. The learned counsel put in the affidavit of the plaintiff which set forth:—that the correspondence alluded to was official, and had passed through the hands of Major Tennant, by whom it was forwarded to Lieut. Col. Beatson at the Adjutant General's Office, Calcutta, where the deponent believed it still remained.

MR. TURTON rose to reply but was stopped by the Court.

MR. JUSTICE RYAN observed that the case could not go to trial if the material evidence was not forthcoming, and postponed the motion until the ensuing day observing that inquiries might be made in the meantime respecting the correspondence at the Adjutant General's Office.

#### CAPTAIN H. D. COURTAYNE AND MACKENZIE LYALL AND CO.

In this case which was removed from the Court of Commissioner of small debts

by Writ of Certiorari. Mr. Turton on the 1st July, moved for and obtained a rule that Messrs. Mackenzie, Lys' and Co. should shew cause why they should not file their Plaint within 15 days in the Supreme Court against Capt. Courtayne, for the sum of money which they sought to recover from him in the Court below, and why they should not pay the costs of the application and the costs of the Certiorari and proceedings thereon.—The rule was fixed on for argument on Monday, the 8th July.

## THURSDAY JULY 4.

## MYERS v THE UNITED COMPANY.

In this case the Advocate General obtained an order *nisi* on a former day, that the complainant should give security for the costs in this suit within fourteen days, or that the suit should be dismissed.

Mr. TURTON now showed cause; and put in the affidavit of Mr. Judge, the complainant's attorney, which set forth:—that Mr. Myers, not being aware of this motion, and being in a delicate state of health, had gone to Stuttgart, to re-establish his health and to make some arrangements regarding the education of his family:—that the complainant had property in this country, consisting of a house in Durruntollah, and a sum of Sa. Rs. 3,20,000, in the hands of the late firm of Alexander and Co., whose assignees had given a certificate of assets amounting to eight annas in the rupee;—that the defendants had no reason to believe the complainant intended to remain at Stuttgart; and that the deponent had written to the complainant immediately after the order for giving security had been obtained, but that sufficient time had not elapsed for an answer to arrive in this country. The learned counsel strongly urged that it would be extremely hard if after the frequent delays the defendants had occasioned in the suit, his client should be obliged to put in security under so short a notice or have his suit dismissed.

The ADVOCATE GENERAL in support of the rule, observed that the representations of Mr Judge respecting the property in Alexander and Co's. had nothing to do with the present state of the question, but, if it had, the complainant in his bill had stated he had been reduced to the greatest poverty by the proceedings of the Company; and contended that Mr. Judge's belief, that the complainant would return, was not sufficient for the court to discharge the order.

Mr. JUSTICE RYAN decided that there was no reason before the court to induce it to doubt the complainant's return to this country; and that defendants ought to wait

a reasonable time.—*Rule discharged with costs.*

## FRIDAY, JULY 5 1833.

There was no business of importance in the court this day. The case *Doe on the demise of Hopper v. Clement Brown* was postponed until next term to enable the defendant to produce certain correspondence between the plaintiff and Lieut. Col. Beatson. At the rising of the court Mr. Justice Ryan intimated that Sir John Franks would be able to attend the court on Monday, when the argument in the case *Cockerell v. Adam*, would be heard after the first *ex parte* case on the board.

## MONDAY, JULY 8.

## COCKERELL &amp; OTHERS v. ADAM &amp; OTHERS.

A rule *nisi* having been granted in this case to enter up the verdict for the plaintiff:—

The ADVOCATE GENERAL shewed cause; after stating for the information of Sir John Franks, the circumstances of this case, and adverting to the circular issued by the firm immediately after their suspension of payments:—to the meetings at which the trustees had been chosen to inspect the transactions of the firm:—and to the act of Insolvency committed by the partners absconding to Serampore, proceeded to consider the nature of the deed. There were two ways to consider this question:—first, supposing the trust deed good and valid and containing no intrinsic cause of dissolution, or not contrary to the general law of England and India, how far is it void or otherwise: secondly, whether this deed in itself is or is not fraudulent and void—or does not contain certain clauses inconsistent with law and equity, and therefore void from its commencement. The learned Counsel then proceeded to argue against the ground with which he had been furnished by defendant's counsel, after citing *Bevan v. Nunn*, *8 Bingham* to prove that the execution of the deed was an act of bankruptcy, and the decision was applicable to this case in several instances, and reciting the 13. Eliz. c. 5., which was enacted for the avoiding and abolishing of fraudulent conveyances, as well of lands and tenements as of goods and chattels, to the end, purpose, and intent, to delay, hinder, or defraud creditors and others of their just and lawful actions, suits, debts, &c. and enacts that all and every conveyance, &c. made for any intent or purpose before declared and expressed, shall be deemed and taken to be clearly and utterly void, frustrate and of non effect; and argued that the statute of 1 James c. 15. was only added to that of 15th Eliz., that a conveyance of the nature therein described should be an act of bankruptcy itself, and

if attended with what the law considers a fraud, the conveyance is also a fraud and may be set aside by a proceeding under the act of 15 Eliz. According to Lord Mansfield, in *Hazel v. Simpson*, *Cook's Bankrupt Laws*, every fraudulent deed is an act of bankruptcy, it follows necessarily that an act of bankrupts itself fraudulent. In the case of *Postock v. Lyster*, where Glover a debtor to plaintiff, being sued by plaintiff pending the suit and before execution, being insolvent, executed an assignment of all his effects to trustees for the benefit of all his creditors, under which possession was immediately taken, it was held that the assignment was not fraudulent within the *Stat. 13 Eliz. c. 5.*, although made to the intent to delay the plaintiff of execution. But in this case there is a great distinction, Glover was not a trader; therefore the case was not at all applicable to the one before the court. In the case of *Ingis v. Grant*, where Campbell, a person residing in India and trading there, and in the course of that trading drawing bills upon England for the value of other bills sent thither, upon which he got a profit by the exchange, and in the course of that sort of dealing, contracting debts in England, it was held he was a trader within the meaning of the Bankrupt laws and a commission of bankrupt may issue upon an act of bankrupt committed by him in England after he had quitted India. But an assignment of all his effects in trust for creditors, in certain proportions, executed by him while resident in India, was not an act of bankruptcy within the meaning of the bankrupt laws. Neither is such assignment fraudulent and void itself, being intended honestly at the time, and assented to by the generality of the creditors. Neither can the assignment of the bankrupt's effects by the commissioners be considered tantamount to the revocation of the trust deed which empowered him to vacate the instrument, if any creditor refused to subscribe it. The learned counsel argued that the introduction of the Insolvent act made a wide difference between an act committed in 1792, (the date of the case) and at the present period; and that had the present laws been in force the act mentioned in this case would have been considered as an act of bankruptcy if committed where the Insolvent act existed; and that an act might be a fraud if committed in a country where there is an established mode of distributing the property, which would not be a fraud in a country where no other mode existed but by a distribution by private hand; and that at the time Campbell left India there was no better means of distributing his property than the one he had chosen. The

ground for considering certain acts of a trader fraudulent which would not be so considered if committed by another person, is—because he determines his own trading by incapacitating himself from carrying it on: so, if a private gentleman in England makes a general conveyance for his creditors no one is injured because he does not carry on trade, he may continue his profession as before; and secondly, the legislature has established a mode for the distribution of a bankrupt's property for the benefit of creditors, and should a bankrupt take upon himself the distribution of his property by any other means, it is a fraud and contrary to the policy of the bankrupt laws. Therefore, if such a distribution is fraudulent in England, in consequence of the bankrupt act, it is fraudulent in India, in consequence of the Insolvent Act. In *Ecart v. Wilson* 8. T. R. 104. An assignment by a partnership for the benefit of all the creditors who should sign the deed, was held to be a fraud on the dissent of one of the private creditors of the firm, and at the trial it did not appear that any person imagined that assignment was not an act of bankruptcy. In fact, the result of all the cases brought before the court would shew, that a trader was distinguished from any other person; and what would be fraudulent if committed by him might not be fraudulent if committed by another. The Insolvent Act of this country embodies the Insolvent Act of England and the bankrupt laws; and if in England this trust deed would be declared contrary to the policy of the bankrupt law, it does no less militate against the spirit of the Insolvent Act here, and is no less contrary to the law, for that which is contrary to the bankrupt law at home, must be contrary to the policy of the Insolvent Act here; there being no distinction between the two acts:—both having been passed for similar purposes the object of both is the same; and if the doctrine of the validity of the trust deed was to be established every bankrupt would have the choosing of his own assignees instead of coming to the Great Seal. He was not called upon to give an opinion on the Indian Insolvent Act; it was sufficient for him that it was the law of the country; but he might say, without being a political economist, that the same reference to personal interest being as strong here as in England, it was established to prevent improper effects arising from it to the prejudice of creditors. He would now proceed to the second part of the argument, and if there were no laws or cases that bore on the subject he would still rely on the objections furnished by the deed itself. First, it does not dives

the Insolvents of the property; secondly, it does not direct an equal distribution of the property to the creditors, and thirdly, there is sufficient evidence on the face of the deed to show that it was made in contemplation of Insolvency. He found in the recital of the deed that three years' license was given to collect the assets, and that the partners were permitted to manage the estate under the inspection of some other gentlemen, and a third party, consisting of a part of the creditors, agreed not to interfere with the partners in their said business of agents, and granted them liberty to sell or convey the property under the inspection of the Trustees; thus "their said business" meaning the business of Mackintosh and Co., is continued, as well as their whole absolute dominion over the property, for he could not draw the difference between ownership and absolute dominion; and in another clause the creditors also agree "to promote the increase of their said business." The next was a most singular covenant; "that the firm would not convey, alienate, or dispose, or charge, or encumber the estate" to which is added a proviso, provided that the partners may do all acts and things as they might have done before the insolvency. This was a most singular covenant; for the disposition of the property was not only left in their hands but here followed a declaration that notwithstanding all that goes before, they might do all that they could have done if they had been solvent. It reminded him of the *non obstanti* clause in the statute of James; and he would contend that such powers were not compatible with the purpose of the conveyance itself. It was also evident that the insolvents were in the full and uncontrolled management of the estate from their undertaking to convey at a future day what they purported to have conveyed by the deed itself. The insolvents also possessed a power to receive releases which, he contended, was incompatible with a perfect transfer of property from one person to another. On the 20th February, five days after this declaration of trust, the ship *Zenobia* was sold by Messrs. Calder and Gordon. In the conveyance it is declared that they are the sole owners, and an indemnity given by them to the vendor, Dwarknauth Tagore. A separate slip accompanies the conveyance, stating that "the ship *Zenobia*, has been sold with our privity and consent," and signed by the Inspectors. He would ask why was the ship not transferred in the regular form to the Inspectors or Trustees? With regard to the second objection, that the deed was not for the benefit of all the creditors and therefore fraudulent and an act of Bankruptcy, the learned counsel cited *Lintin v. Barber* 3 *Wilson and Peding* v.

*Tucker* 4 *Barnwall*, and argued that there was a compulsory clause that unless the creditors signed the deed they should be excluded from all benefit;—another clause allowed the creditors and debtors to make arrangements for set-off, so that if one person was indebted to the firm one lakh, and another was a creditor to amount of Rs. 50,000, an arrangement might be entered into which would prevent a rupee of the lakh coming into the treasury. The reason for this clause was obvious: a clamorous creditor might make an arrangement with some person to whom the concern is indebted, and in time receive the whole of his debt; thus allowing the clamorous creditor a preference over the others. He would pass over the clause which allowed the payment of certain sums to poor creditors, as it was clearly contrary to law, and merely point out to the court the clause which contemplating the arrest of the partners, allowed the inspectors to bail them, and gives them the liberty to pay the debt in full. With regard to the third objection, that the deed was executed in contemplation of insolvency, he referred to the circular of the firm; and the deed being drawn in the following month, and in it a proviso, that in case the partners shall file their petition or be declared bankrupts, or in case it should be desirable to obtain the protection of the court, it shall be lawful for the Inspectors to revoke all powers given by the deed. The deed likewise provides that if creditors have received any dividend under its provisions, they shall only prove in the Insolvent Court for the residue. In conclusion he, (the A. G.) did not mean to say that the Insolvent Act was the perfection of wisdom but he did say that it being enacted, it is the proper, fair and honourable course, and more conducive to the interests of the creditors than proceeding by the circuitous route adopted in this case.

Mr. Prinscp, on the same side, contended that the trust deeds in this case, five in number, must be taken as forming one conveyance; and, looking at the whole together, it was manifest that the property in the assets of the partnership was not taken out of the partners and vested in the trustees, as it must be to bar either an execution or an assignment by the Insolvent Court. These instruments were so extraordinary in their provisions, and so unlike any other trust deeds to be found in any book either of precedents or of reports, that he thought there must have been some mistake in the belief which prevailed, that they had been settled by three eminent practitioners. It would seem, as if the draft had been prepared with the names in blank and had been filled up throughout with the names

of the partners, where those of the trustees should have appeared. Referring to Mr. Barton's well known precedents in conveyancing, (vol. 6.) it would be found that the trustees were to collect and get in the estate, sell and dispose of the assets, sue and compromise, and do all other necessary acts, for the liquidation of the estate and benefit of the creditors. But this conveyance gives all these powers to the traders themselves : they alone are to sell and convey *their* estate, to sue and defend, to compromise and grant indulgence to *their* debtors, to give and to take receipts and discharges for *their* debts : and instead of the ordinary clause in such instruments of license "to follow their lawful business and affairs without arrest or molestation," the license here was to "carry on and continue *their* said trade," which they covenanted to improve and promote to the utmost for the benefit of those creditors only, "who should sign and execute," and which was to be continued for three years, and such further time as the trustees, as they were called, should think proper to sanction. Whose trade ? and whose estate ? Why the trade and estate of M. and Co., of themselves—the partners. If their trade and estate, how could it be the trade or the estate of the trustees ? Were the trustees the traders ? In which way were they liable as traders ? Could they be sued upon a bill of exchange of the firm ? or any other liability of the trade so carried on ? Or would those deeds, if produced in evidence, prove them to be the traders ? Unquestionably not : for it was expressly proved, that the trade was to be continued by the partners. It was so continued ; that had appeared in evidence ; and he was somewhat surprised that the well known dexterity of his learned friend on the other side should have allowed him to furnish to the plaintiffs conclusive evidence, that such was the intent and object of the conveyance. For, almost the only documentary evidence put in for the defence, besides the trust deeds themselves, was the conveyance of the ship *Zenobia* for Sa. Rs. 55,000, bearing date five days after the declaration of trust, whereby the partners, without the intervention of the nominal trustees, conveyed the ship to a purchaser—the only act done by the trustees being, to sign a written certificate of their approbation, on a separate sheet of paper. The title was taken from the partners, and here, then, was a conclusive instance of the extent to which the whole estate and the whole possession and disposition of it were left in the traders themselves. Now, by the 43 sect. of the Indian Insolvent Act, which was but a transcript from the Eng-

lish consolidated Bankrupt Act (9 Geo. 4, c. 16), if an insolvent, "by consent or permission of the owner, should have in his possession, order or disposition, any goods or chattels whereof he, the insolvent, should be the reputed owner, or of which he should have undertaken the sale, alteration, or disposition as owner," such goods, &c. were expressly given to the assignee for the benefit of the creditors. Disposition had been defined by Lord Tenterden to mean, "sale, or that which is equivalent to sale" (3 Barnewall and Adolphus Rep.) : and here was sale beyond all dispute. It would really seem as if the deeds had been prepared for the express object of bringing the case within the terms of this proviso. It was true that all the acts of the partners were to be done under the control and with the consent and approval of the inspectors : but the property and dominion over it was still in the insolvents. It had been endeavored to be more ingenious than usual, but if such a contrivance as this should be held good in law ; if the mere nominal vesting of the assets in inspectors was to enable the trader, to go on with his trade, and dispose of his assets, for a period definite or indefinite, in defiance of all legal process of creditors, by placing the whole assets beyond their reach, and leaving nothing but the persons of the debtors assailed by the law ;—nay, if they were to have the liberty, as provided by this conveyance, to fight the creditors with their own money,—what was this but driving creditors, willing or unwilling, into the net of the trust, where alone any assets were to be found and enabling the debtor to prescribe his own terms to the creditor ? In this instance, indeed, there was no danger of abuse ; he knew too well the characters of all the parties concerned to doubt for a moment their honourable intentions throughout, and the honourable execution of the trust, which, for aught he knew, might be, and probably was after all, the best mode of winding up the estate. But this, if supported, would serve as a precedent to others, not so well intentioned : and as a patent for setting at defiance that mode of general distribution which the law had prescribed.

But, supposing these deeds to vest the property absolutely in the trustees, they came expressly within the description of what the law deems—a "fraudulent conveyance." The cases in bankruptcy were the best illustration. By the 1, Jas. c. 15, which first made such an assignment by a trader an act of bankruptcy, and the provisions of which are embodied in the present Bankrupt Act, no assignment is made an act of bankruptcy, unless it be

fraudulent as against creditors. The converse, therefore, must be true; i. e. that every assignment, which has been held an act of bankruptcy in England, was so because it was fraudulent—not fraudulent at common law, but fraudulent under the Statute 13 Eliz. c. 5. (Hovenden on Frauds 2 vol. 359.) Now, a long series of cases, beginning with *Twyne's* case (3 Coke R.) and running down through the whole of Lord Mansfield's time, Lord Kenyon's, and Lord Tenterden's had decided, that a conveyance of all a trader's estate is an act of bankruptcy. Why? because it is a fraud upon creditors not concurring. The first resolution in *Twyne's* case is, that "a conveyance of all is bad." It was true there had been cases in which assignment in trust for creditors had been supported, but those were the exceptions, not the rule; and, in all of them, it was so held, because the deeds were, under the circumstances, held not to be fraudulent, which was a question of fact, to be proved by evidence of circumstances, and triable by a jury, or the Court sitting as a jury (Lord Mansfield, *Worsley v. Demattos*, 1 Burr. R.) So it was in *Pickstock v. Lyster*, where the debtor was not a trader. So in the case of *Berney v. Davison* (1 Brod. and Bing. R.) in which the well known estate of Boehm and Taylor was involved. That case came on upon a question sent out of Chancery, and the deed of conveyance, which was of the great bulk of Mr. Boehm's private property (of very great amount) to trustees for sale, was held no act of bankruptcy, and though in a trader not fraudulent; inasmuch as it left to Mr. Boehm as much power over the proceeds of sale, as over the estate before sale. The strongest cases cited in favor of such a deed were those of *Inglis v. Grant*, and of the *King v. Watson*, (6 Price.) The latter must be admitted to go a great way; for it appeared on record, that the debtor was a trader: but it was to be observed, that the question there was, whether an assignment for the benefit of creditors at large should stand, not against creditors or assignees, but against an extent in aid; which was a process in bad odour, even in the Court of Exchequer, especially while the late Baron Wood sat in that Court. In *Inglis v. Grant*, the only point really in issue was whether an assignment in India was an act of bankruptcy in England. Lord Kenyon was reputed to have determined further, that such a deed was not fraudulent; but that was a mere *obiter dictum* on a point not in issue. Besides, it was at that time little understood in the English courts how far English law had been introduced into India: indeed, to this day the Courts there are much in the dark in

that matter, as we had occasion to know in their decisions about landed property in India. There was another strong case, that of *Meux qui tam v. Howell*, 4 East R. 1, where such a deed had been held good; but that was an action on the Statute of Eliz. for penalties, and not an establishment of the deed as valid for civil purposes. The statute, however, would itself decide. By 13 Eliz. every conveyance to the intent to delay creditors was declared void. The Stat. 1. Jas. I making such a fraudulent conveyance an act of bankruptcy, went further, adding "or whereby creditors shall be delayed;" but that did not extend to this country, and had been done away by the late statute of consolidation. Was this a conveyance to the intent to delay creditors or not? It was expressed so to be; for the creditors were not to touch the estate for 3 years at least; such was the manifest and declared object. It was impossible to hold that such a conveyance did not come within the express words of the Statute.

It would be agreed, that the Bankrupt Laws did not apply to this country; but by the late Insolvent Act they were in a considerable degree introduced. The adjudication of insolvency was made an act of bankruptcy in England. Supposing it to be acted upon, and a commission to issue against these parties, it is quite clear that their assignment could not stand against a commission. Was one law to prevail in India, and another in England, as to the same estate? and could that be legally valid here which was fraudulent in England? This would lead to a strange confusion; and, for aught we know, commission has already issued.

On the whole, he contended, that, if unobjectionable in itself, the assignment was fraudulent in law, as well under the Statute of Eliz., as because it is contrary to the intent and spirit of the Insolvent Act, and has a direct tendency to defeat its object. It was moreover had in itself, because it, in effect, still left the whole estate in the insolvents themselves.

Mr. TURTON, in support of the rule, contended on behalf of the trustees, that the terms of the trust deed were reasonable and proper in themselves, and such as were for the benefit of the creditors at large; and, moreover, that they were not so unprecedented as Mr. Prinsep had alleged, having in fact been taken from a precedent in the very volume cited by him (6 Banton's Precedents), where also the duties of inspectors, so much commented upon by the other side, was to be found expressed in nearly the same terms as in these instruments. With regard to the conveyance of the *Zenobia*, it had been executed in pursuance of a previous con-



tract, and with the express sanction of the trustees: amongst whose names, as entered in their book of proceedings, he saw those of Messrs. Holroyd and Cockerell, two of the plaintiffs. A great deal of argument had been drawn from the English Bankrupt Law, that appeared to him to be wholly foreign to the question, which really was a very simple one; and neither more nor less than, whether this conveyance to trustees was or was not fraudulent and void. This could never depend upon the English Law of Bankrupts, which had never extended to this country; indeed even Scotland and Ireland were excluded by the terms of the Statute. It had been argued, as if the Insolvent Act for India was an introduction of the Bankrupt Law; but he protested against any such doctrine. The Bankrupt Law was passed for the mutual benefit of the trader and his creditors: the Insolvent Law for the relief of debtors only. The first general Insolvent Act for England had, he believed, been past no longer ago than 1813, and the Indian Act was passed with the same object, and contained nearly the same provisions. The validity of these deeds, therefore, depended upon the question, whether a deed of trust for creditors at large was, but for the provisions of the Bankrupt Law, a valid conveyance.

On this point there was decisive authority. The case of the *King v. Watson* (6 Price,) was expressly in point: the fact had there been put upon record; on the face of which it appeared, that the deed there, as here, was for the benefit of such creditors as should execute. Yet it had been solemnly decided by all the Judges of the Exchequer, that the conveyance was valid: and, though his friend on the other side appeared to under-value the authority of that Court, the case had since been frequently cited, and uniformly recognized as an authority. *Pickstock v. Lyster*, in the Court of King's Bench, was to the same effect. But the case of *Inglis v. Grant* was conclusive, that, in India at all events, such a deed of trust was not fraudulent in law. The learned Counsel here read and commented on the case last mentioned, and cited other cases which we were unable to take a note of.

The superior advantage of the management by assignees in insolvency had been spoken of: but it was impossible not to see that the resort to the Insolvent Court had been the act of a single creditor: while it was in evidence that a great body of creditors, and, as had been sworn, nearly the whole of the creditors in and near Calcutta, had been elected to manage the estate under a deed of trust, and had approved the conditions of it, which had been so much reprobated. The learned Counsel

here went through the clauses of the deed of trust, commenting upon them at great length; and, after an animated address, sat down evidently much exhausted with the fatigue of the exertion.

Mr. LONGUEVILLE CLARKE stated that after the long day, and the long arguments, with which the Court had been fatigued he should trespass on their time as shortly as possible, and it was the more proper that he should do so, as it appear to him that the argument might be confined to a very narrow point, and his friend Mr. Turton had almost said all upon it which could be urged. The Advocate General had commenced with laying down two propositions; the first was,—that it would be for the court to consider how far according to the general law of England and India any trust deed could be supported which conveyed away all property of those who subsequently became insolvents. The second proposition was, that supposing such a deed to be good, then whether this deed does not contain clauses which no act of Law or Equity could support. His learned friend having stated his two propositions, had instantly quoted a case in support of his first. This was the case of *Bryan and Nun* and so delighted was he with it, that he had cited it no less than several times in support of as many different positions. Now the mistake under which the Advocate General laboured was this, that the case of *Bryan and Nun* had nothing to do with the present; in every respect they were totally dissimilar. In *Bryan and Nun*, the Insolvent executed a conveyance to one creditor, for that one creditor's benefit, and of course to the injury of all the others. But here the assignment was to trustees for the benefit of all the creditors. How then could the two cases be compared? In *Bryan and Nun* there was an individual preference, in this there was an avoidance of all preference; by the former case, the general creditors were delayed in their claims—here, they were all put on an equality. In every respect the cases differed, and yet the Advocate General would so apply to the one the doctrines of the other. The next doctrine, which the Advocate General had advanced was a most extraordinary dogma—but rendered still more extraordinary as coming from the Great Law Officer of the Government. He had told the Court that as every fraudulent act committed by a trader was an Act of Bankruptcy, ergo every Act of Bankruptcy was a fraud. Now his friend had forgotten two clauses in the Insolvent Act—by which it was decided, that an adjudication of Insolvency was an act of Bankruptcy and the presenting of a Petition by an Insolvent was an act of Bank-

ruptcy. If then every act of Insolvency was a fraud, what became of the two learned Judges, who pronounced the adjudication, for that was an Act of Bankruptcy, and according to his learned friend's doctrines, a fraud. But the situation of the defendants was far worse. According to his friend, they committed a fraud by executing this deed to avoid the Insolvent Court, but then according to his friend's doctrines, they would have committed a fraud by presenting a petition to be declared Insolvent, for that by the statute would have been an Act of Bankruptcy, and therefore a fraud. Such was the result of the Advocate General's reasoning, and he would leave him to work his way out of the dilemma in the best manner that he might. The Advocate General had again contended, that this deed was a fraud on the policy of the Bankrupt Law, for that the legislature had provided for a certain mode of distribution among the creditors, but by the deed, the Insolvents had taken themselves to act otherwise. But this was begging the question. What became of the argument if no Bankrupt Act applied to this country? He asserted that none did, that Bankrupt Laws were unknown to India. The Insolvent Act alone extended here, which was no Bankrupt Act, nor any way resembled one, for it was, as he would presently shew for the relief of debtors, and not for the benefit of creditors. If then there were no Bankrupt Laws in India, how could any act done in India be a fraud on Bankrupt Laws if no Bankrupt Law prevailed here? The advocate General had next endeavoured to draw a distinction between the present case, and the cases of *Porstock and Lyster*, and *Inglis and Grant*. In the former case he said that it did not appear that the party had been a trader, but to suit his friend's argument he should have shewn that he was not a trader. Now there was no proof either the one way or the other, and he might as well assert that the party was a trader, as his friend asserts that he was not. But unfortunately this subterfuge was disposed of in the two cases of *Inglis and Grant*, and the *King v. Watson*; for in both of these, the parties had been traders, which just proved one of two things, that either in *Porstock and Lyster* the party had been a trader, or if not, it made no difference. In the case of *Inglis v. Grant* his friend had told the Court that Mr. Campbell had executed the deed of trust on the eve of his departure from India; that there was no authority in Calcutta to distribute his property among his creditors; that there was no Insolvent Act, and no other mode by which a rateable distribution could be secured. All this was true, but what had it to do with the case. Neither the Counsel

for the plaintiff nor for the defendant had built any argument on it, nor even mentioned it, nor had the court in their judgment alluded once to it. It was the ingenuity of the Advocate General, which for the first time had raised such an argument on the case. Mr. Clarke, then said, that having now alluded cursorily to some of the arguments of the Advocate General, he would now lay before the court the few brief points on which he rested his case—1st—He contended that this deed of payment was not void by the Common Law—2d—It was not void by the Statute of Elizabeth. He would not argue either of this positions, for though denied by his friend, they had received the sanction of the court. 3d—It was not void by the statute of the 1st of James the first, and the case of *Inglis and Grant* was decisive of this. 4th—It was not void by the statute of 6 Geo. 4 chap. 16. sec. 4. because that section extended only to those, who were subject to the Bankrupt Laws of England, whereas these was not a particle of evidence in this case to shew, that these gentlemen were traders in England. 5th—It was not contrary to the Insolvent Act of this country. In India there were but four acts of Insolvency—1st A prisoner presenting a petition—2d. A man who was not a prisoner, petitioning, and offering to surrender property of the value of one-half his debts—3d. A trader lying in prison 21 days, and 4th. A trader escaping from the jurisdiction, to avoid the process of the Court. To these Acts of Insolvency was the power of the Court confined; and he must here observe, that it was clear that the Act was made for the benefit of debtors, and not of creditors, for no creditor could make a trader an insolvent, unless he abandoned his property by absconding, or permitting himself to be incarcerated in a prison, and thus rendered himself incapable of taking care of it. Now the only act of insolvency which those parties had committed was that of going to Serampore. That was an Act of Insolvency, and he did not impugn the adjudication, but in as much as the adjudication had taken place more than two months after the execution of the Trust Deed, then under the 28th act. of the Insolvent Act, it was perfectly good. There were but four acts of Insolvency, of one of these only had the partners been guilty, and as two months had intervened between that and the execution of the Trust Deed, then its validity could not be impeached. The Court sat here, not to make, but to administer law; not to consider what was politic, but what was legal. They were bound by statutes, and beyond the letter of these statutes they dare not travel. In *Hutton v. Morrison* 17 v. 198. Lord

Eldon had said " that in *Small v. Oudley* the Master of the Rolls thought the deed not fraudulent and, if it was not fraudulent at common law, the statutes of Bankruptcy not giving any new characters to grants, it was not an Act of Bankruptcy; and then, though the effect of the execution of that deed was necessarily a cessation of the character of trader in that man, that his estate and effects, were put under a different course of distribution, from that ordained by the Bankrupt law, yet Courts of Justice acquired the right to treat men as Bankrupts by Parliamentary authority and by that alone; and if he had not become a Bankrupt, it was very difficult on principle to maintain, that they were at liberty to give such an instrument a different character, and to make more of it than the legislature had, in these statutes, discretionary what shall be an act of Bankruptcy. The law being perfectly settled, that nothing is an act of Bankruptcy, though the consequences may be precisely the same, except what is described by the statute." Such were the words of Lord Eldon—and it was with those he would conclude, and urge it on the Court that although the consequences might be the same, that nothing was an act of Bankruptcy, or in this country an Act of Insolvency, but what was prescribed by the statute. It was that gave the law, and they were to administer, and not to make it. From Parliament only had they derived their power, and it was the language and not the policy of the acts which should be their guide.

Mr. Justice Franks said that before proceeding to give his opinion, he would take the opportunity of returning thanks for the indulgence that had been conceded to him by the learned counsel on both sides: that of having supplied him with copies of the deeds and other evidence adduced in Court on a former day, in consequence of which he had been able to give the facts of the case a full consideration before coming into Court. Though the merits of the question rested slightly on the verbal evidence, it appeared to him that the deeds furnished sufficient to enable him to form an opinion, and from them he had taken extracts, which after hearing the very able arguments on both sides, he believed would be all that was necessary for him to come to a decision. He did not agree with Mr. Turton and Mr. Clarke, that the insolvent statute was a law for the benefit of insolvent debtors only. The exigency of the state of the common law in this country required its enactment, and he considered that its benefits extended both to the insolvent, and the creditors of the insolvent. For the purpose of supporting this opinion he referred to the 99 Geo. IV. sec. 49 and com-

mented on the fact that the property was vested in the assignee for the purpose of securing a just and equal distribution among the creditors, which was sufficient to shew, that in speaking of it as an act for the benefit of one party only, was not a just and proper view; and it was, in his opinion, clearly an act for the benefit of all. This being the case, it became his duty to consider whether the deed,—for he should look upon all of them as one, they being formed for one general purpose, had been so framed as to procure for the creditors those benefits conferred by the act. He then went over the several extracts to which he had before alluded, and observed that with respect to the moral fairness of the plan shewn in the deeds, he could not but believe that nothing but the most fair motives had been exercised in devising it; but it had been argued as if the deed had held forth equal advantages to all the creditors and if all the creditors had assented, he did not think a more moral arrangement could have been made. But the only question was as to the legality of the arrangement, for it had been shewn that all the creditors did not concur in it and therefore the contrary could not be taken for granted; for the matter came before the court on the dissent of a creditor, and notwithstanding the moral fairness with which the deed had been planned, this had been sufficient to bring it as a question before the court to decide legally which of the two claims that now appeared, had a right to hold possession of the property. The statutes, it was true, that related to bankruptcy in England, were to be considered in every point as applicable to affairs in this country; but it would be too much to say that the court should throw out the equitable consideration those acts had received at home, for they had precisely a similar object to effect with the Insolvent Act in this country. To him it was clear that, whatever might be said, the Bankrupt Laws in England and the Insolvent Act here must have but one object, the equal distribution of assets to the creditors. All statutes relating to bankrupts, were to be taken together as forming one system, and their general principle should be taken as the guide in considering to what any of them should apply. In looking at the deed, he saw no provision for an equal distribution of property among the creditors, and yet the insolvent statute, which it was intended to supersede, particularly required this, and provided for it. In *Inglis v. Grant*, an assignment for the benefit of creditors was executed, in a manner the most fair and advantageous that could have been devised, at a time when there was no bankrupt law to direct the course that should be pursued; and

therefore that case was materially different from the present; and there was also on some grounds, a difference between the present and the case of *Pickstock v. Lyster*. The deed in question did not fairly provide for distribution among all the creditors, and might be termed a deed for the indulgence of the debtors, and it clearly appeared to have been made for the purpose of avoiding the statute enacted for the benefit of insolvents. The first document in evidence was a circular which had been sent by the insolvents to their creditors, and it presented grounds for the question whether at the period of its date, they had not in view the intention of avoiding the Insolvent Act; and could it be doubted that if the deeds had not been framed, an adjudication would have been executed long ago: in short, was it not manifested that the deed had been interposed between the Insolvent Act and the insolvents? He then referred to a similar case in which Lord Mansfield decided that the party had committed an act of insolvency, by adopting measures which would prevent that management of his estate that the law had provided. No person with a view to insolvency could assign away his property and therefore he thought the plaintiff entitled to a confirmation of their verdict.

Mr. Justice Ryan agreed with Mr. Justice Franks that the rule should be discharged. They had previously an opportunity of looking through nearly the whole case, and of the authorities the Counsel intended to cite, and therefore he was not satisfied that any delay would cause them to alter the opinion already formed, or enable them to give a more accurate judgment than they could then do: and under these circumstances they had agreed that it was better to decide at once and not defer it to another day. He thought the Court had nothing to do any with thing, but as they believed the law to be; and the only question they had to consider was, whether this deed was a good bar to certain persons seeking to recover the property of the insolvents, under the power granted to them in their capacity of assignees appointed by the Insolvent Court. He was of opinion that it was not; but not on all the grounds that had been stated in argument by Counsel against the deed. He considered that the deed was not contrary to the principle of common law, nor fraudulent under the statute of Elizabeth. The case of *Ingdis v. Grant*, and that of the *King* against *Watson*, decided the question with reference to an assignment of all the property of a trader; and also that case at Madras, (the names of the parties did not recur to his mind, but the Counsel would understand the case to

which he alluded), decided fully that the assignment of all the property of a trader, in trust, was not necessarily a fraudulent act. This last case had been cited by Sir Edward East, and therefore he considered it good authority, and with reference to this case particularly he considered the deed was good at common law. He was also of opinion that the Bankrupt Act did in effect, in several important ways, extend to this country, and that the act in force here was not a mere Insolvent Act as had been declared, but that it united with the main features of the Scotch Bankrupt Act, to which allusion had been made in the course of the day: and it was therefore a mistake to say that it was nothing but an Act for the relief of insolvents. The clause upon which the whole question turned was the 28th Section of that Act. This was taken from the Insolvent Act at home. (7th Geo. 4th.) but with some distinction, and applied to those cases in which persons were adjudged to have committed an act of insolvency, but the clause itself had much greater latitude than that in force at home. The Section to which he referred was worded as follows:—“And be it enacted, that if any insolvent who shall file his or her petition, for his or her discharge under this Act, or if any trader who shall be adjudged to have committed an act of insolvency, on the petition of any such creditor or creditors as aforesaid being in insolvent circumstances, shall voluntarily convey, assign, transfer, charge, deliver or make over any estate real or personal, security for money, bond, bill, note, money, property, goods or effects whatsoever to any creditor or other person whomsoever, to any person in trust for, or to, or for the use, benefit or advantage of any creditor or other person whomsoever, every such conveyance, assignment, transfer, charge, delivery and making over if made within two months before the date of such petition or with the view or intention by the party so conveying, assigning, transferring, charging delivering or making over, of petitioning the said Court for his or her discharge from custody under this Act, or of committing such act of insolvency, shall be deemed and is hereby declared to be fraudulent and void as against the common or other assignee or assignees of such prisoner, appointed under this Act.”—This was with reference to adjudication passed, and the 10th clause pointed out how traders by absconding from the jurisdiction were to be adjudged insolvent. Now, under all the facts of the case, he would say that the deed was executed with a view of defeating the provisions of the Insolvent Act, and consequently in point of

law only, it was fraudulent and void. He begged that it would be distinctly understood, that the terms fraudulent and void, when applied to cases like the present on questions when an act of Bankruptcy had been committed, were merely so considered in a legal point of view and conveyed no imputation against the moral conduct of the parties concerned, and he was satisfied that the insolvents had acted conscientiously, and to the best of their judgments, but such was the language of the law, the sense of which could not be conveyed in any other manner. He also wished it to be understood that he was not passing an opinion against trust deeds in general, executed by traders afterwards becoming insolvent; but merely against that in this particular case, after deliberating on all the peculiar facts under which it was made.

Verdict for the plaintiffs, the rule nisi being discharged. Mr. Justice RYAN added, that each party should pay their own costs—an indulgence to the defendants, in consideration that it had been at the wish of the creditors in general that the question had been tried; but the Court could not go further and say that the costs should all be paid out of the funds of the estate, because it would not be right that the other creditors, those who were opposed to the carrying on of the business of the estate under the trust deed, should be made to pay the whole expense attending an opposition to their rights.

MONDAY, JULY, 15, 1833.

THOMAS DENT AND CO. v. BRUCE, SHAND AND CO.

This was an action to recover the amount of defendant's acceptance of a bill of exchange for Sa. Rs. 47,800, with interest and costs of protests.

Mr. Dobbs opened the pleadings.

Mr. Turton stated the case for the plaintiffs.—In December 1832, Captain Timmins, in China, drew a bill on the defendants in favour of the plaintiffs for the sum of Sa. Rs. 47,800. The bill was sent by Dent and Co. to Mackintosh and Co. in Calcutta, who presented it to the defendants on the 30th of January, and it was then accepted by them without remark or reservation. On the 4th of March the defendant's acceptance having become due, the bill was presented for payment by a sircar of Mackintosh and Co. and payment was refused on the ground that defendants had received in the preceding November, for realization, from William Shand and Co. of Glasgow, a bill for Sa. Rs. 35,121, drawn by Rickards, Mackintosh and Co. of London, on Mackintosh and Co. here, in favour of William Shand and Co. and

by them endorsed to the present defendants, and which had been accepted and dishonoured by Mackintosh and Co. The defendants, therefore, considered that the bill for Sa. Rs. 35,121 which had been protested for non-payment should be set-off against their own acceptance for Sa. Rs. 47,800, and offered to pay the balance to Mackintosh and Co. which was refused by the latter firm; and Mr. Bruce was informed that Dent and Co. were creditors to a large amount;—that the bill had reached Mackintosh and Co. after their failure, and they were not entitled to the proceeds but as representing Dent and Co., and it would be an act of injustice to the latter firm if Mackintosh and Co. appropriated the funds to the discharge of their own debts.

*Charles Dearn.*—I am employed by Bruce, Shand and Co. The acceptance now produced is in the hand writing of Mr. Fraser, one of the partners of that firm. Capt. Timmins has an account open with the firm, and in March last there was a considerable balance in his favour. Prior to Capt. Timmins sailing for China there was about Sa. Rs. 47,000 paid into the firm, on his account, by Mr. Stacy. A letter of advice was received from Capt. Timmins or his purser concerning the bill he had drawn in China. I also am aware of a bill drawn by Rickards, Mackintosh and Co. which came into Bruce, Shand and Co.'s hands, was dishonoured and protested. I am not aware how long it remained in the hands of the firm after it was protested. (*Cross examined by Mr. Prinsep.*) The bill drawn on Mackintosh and Co. had been accepted, and was discounted by the Bank of Bengal.

*Govindchunder Dutt.*—I am in the employ of Mackintosh and Co. On the 4th of March last, I presented a bill to Bruce, Shand and Co. for payment and waited at their house of business until Mr. Abbot came. I believe he took the bill back to Mackintosh and Co.'s.

*Mr. W. H. Abbott.*—I am in the employ of Mackintosh and Co., and recollect going to Bruce, Shand and Co.'s, on the 4th March last in consequence of the preceding witness not returning with the payment or the bill. I enquired of Mr. Shand why the bill was not paid. He said it would not be paid in full, but they would tender an acceptance of Mackintosh and Co.'s which was over-due and pay the balance in cash. I refused to take the proposed payment and returned to the office where the bill was endorsed to Mr. Carr on account of Dent and Co., by Mr. Storm. I went to the Union Bank, and a sircar of that establishment accompanied me to Bruce, Shand and Co.'s. I saw Mr. Fraser, who said it was too late to pay the money

that evening, but they would come to some determination on the next day, and in the mean time consult their attorney. He made some remarks regarding the fresh endorsement, and I informed him that the bill was not the property of Mackintosh and Co. but of Dent and Co., and that the amount would be lodged in the Union Bank for that firm. (*Cross-examined by Mr. Clarke.*) I heard after I had been at Bruce, Shand and Co.'s that a tender of the dishonoured bill and the balance had been made to Mr. Gordon. The endorsement to the Union Bank was written after the bill had been once presented to Bruce, Shand and Co. That endorsement has since been erased but I do not know by whom. Mr. Carr wrote on the bill "contents received, W. Carr," at the Union Bank: that also has been erased.

Mr. John Storm was called. Mr. Prinsep objected to Mr. Storm's evidence being received on the ground that no Insolvent can be a witness in any case which may agitate the funds of his estate. Mr. Dobbs, in reply, urged that the funds of the estate would not be affected by the decision in the present case; as it was merely an endeavour to diminish the debt of one creditor by increasing the claims of another. The Court decided that Mr. Storm's evidence should be taken, and at the request of Mr. Prinsep took a note of his objection.

Mr. John Storm. Mr. Bruce called shortly after the bill was presented and wished to make a set-off with the bill for Sa. Rs. 35,000. I told him the proposition was preposterous. Mackintosh and Co. were indebted to Dent and Co. upwards of two lakhs, and also to Rickards, Mackintosh and Co. for a considerable sum. The bill for Sa. Rs. 35,000 had been presented to us on the 25th January; we stopped payment on the 4th of that month. I explained to Mr. Bruce that we were merely agents for Dent and Co., and that the amount would be deposited at the Union Bank until the arrival of one of the partners from China. Mr. Gordon gave the same explanation. Mr. Bruce said he would consider of it, and I replied that it would be a fraud to sanction the payment of Rickards, Mackintosh and Co.'s bill with the money of Dent and Co. (*Cross-examined by Mr. Prinsep.*) We have had large dealings with Dent and Co. and Rickards, Mackintosh and Co. Those two firms are not in partnership, but the partners are related. There were bills in a very large amount drawn on us by the London house in favour of Dent and Co., and the latter firm were accustomed to draw on us under a letter of credit from Rickards, Mackintosh and Co. for sums to a given amount. Each bill specified that

it was drawn under that letter of credit. Dent and Co. were in the habit of making remittances to us for the purchase of opium, in syce silver, government bills, &c. but we were generally debtors to that firm. When the bill was first sent to Bruce, Shand and Co. there was no other endorsement on it than Dent and Co. to Mackintosh and Co. I afterwards endorsed the bill to Mr. Carr who sent it for payment, and, on being refused, erased his name from the bill. No notice was given to Bruce, Shand and Co. that we were merely agents for Dent and Co. when the bill was first presented, but on Mr. Bruce calling about half an hour afterwards, a full explanation was given by Mr. Gordon and myself. The books of Mackintosh and Co. were continued after the failure. Any bills which arrived after the stoppage were either realized by us and the amount placed in the Union Bank to the credit of our constituent, or sent direct to the Bank which realized the amount. The Union Bank was not engaged to realize for Dent and Co. this would have been its first transaction on account of that firm. (*Re-examined by Mr. Dobbs.*) Our trustees did not interfere with the sums realized for creditors after the 4th January.

Mr. J. G. Gordon. I remember Mr. Bruce calling at the office on the 4th of March. He proposed that we should receive payment of the bill partly by an overdue acceptance of our own, and the remainder in money. I informed him that the bill belonged to Dent and Co. and that it would be a complete robbery to sanction such a mode of payment. After this conversation, my impression was that he would have paid the amount, as he went away quite satisfied that we would not take the payment in the way he proposed. There were parties then in Calcutta holding Dent and Co.'s dishonoured bills on us, and I proposed to Mr. Bruce that they should make the payment to any of those parties. After the day of our failure all money received on account of constituents was held ready to be returned, and afterwards when we were empowered to continue business in the name of Calder and Co. the trustees did not interfere with those sums. In the interval between our failure and the adjudication of insolvency, we realized several sums on account of Dent and Co. the accounts of which were kept in the books of Calder and Co. (*Cross-examined by Mr. Clarke.*) Calder and Co. did not act for Dent and Co. under any new power, but from the necessity of the case as they had no other agents in Calcutta. The endorsement of "Mackintosh and Co." was put on the bill when it was given to Mr. Stacy to

proceed for the amount. It was written after the 4th of March. Mr. Wight came to the office on that day and made the same tender which Mr. Bruce had previously offered; he had Bank notes and cash with him. I told him it would be useless to count the cash as we would not accept payment in the way he proposed. (*Examined by Mr. Dobbs.*) At the time Mr. Wight called I was not aware that he had our protested bill in his pocket.

Mr. PRINSEP, for the defence, contended, that there were no cases where a party attempted to follow a bill of exchange as goods might be followed; and that as the bill, in the first instance, was presented as the property of Mackintosh and Co. and bearing their endorsement, the firm had no right after presentment to vary their character; and that there was no sufficient intimation to Bruce, Shand and Co. that there was any agency in the bill.

Mr. DOBBS, in consequence of the indisposition of Mr. Turtou, replied, and strongly urged that the conversation of Mr. Gordon and Mr. Storm with Mr. Bruce on the morning that the bill was presented, was a sufficient intimation that Mackintosh and Co. were only agents for the Bill.

THE COURT gave a verdict for plaintiffs with leave for defendants to move for a new trial, and observed that as the arguments would not be heard before the November Term, the case would most probably be heard before a full Court, as the new Chief Justice might be out before November.

#### HURRY, BURKINLOUGH AND OTHERS, v. H. GOUGER.

Mr. PRINSEP stated the case for the plaintiffs. In this case the Assignees of Alexander and Co. together with Mr. Hicky and Mr. Hill were the plaintiffs, and the action was brought against the defendant, the sole surviving partner of Gihmore and Co., for the sale of the crop of Moran and Hill's indigo factory for a sum of Sa. Rs. 3,79,000. The sale was effected by Mr. Ballard to Mr. Gouger, before the failure of the firm of Alexander and Co., and the delivery of a part of the indigo took place in January last, and a portion of the purchase money was paid. These were the facts of the case and what defence would be set up against them, the learned counsel was quite at a loss to imagine.

The following gentlemen were then called to give evidence for the plaintiff, and not answering to their names, were called on their subpoena. Thomas Bartlett, Kenneth Ross Mackenzie, Ezekiel Musleah, Stephen Rowan Crawford, James Cullen, Robert Blowne, and William Stewart Smith.

As the witnesses did not appear the learned Counsel could not go on with the case, and it was struck off the board on payment of costs with consent of parties.

We presume that the non-attendance of the witnesses was in consequence of the case being set down for hearing on the 9th instant, and postponed from that period.

#### TUESDAY, JULY 16.

#### WILKINSON v. MACKINTOSH AND CO.

The case of *Wilkinson v. Mackintosh and Co.* occupied the attention of the Supreme Court this day. The circumstances are as follow:—In 1827 Mr. Wilkinson had a sum in the hands of Mackintosh and Co. to the amount of Sa. Rs. 30,000, and being desirous to make some provision for his children by a former marriage, he authorized the transfer of the amount from his own account in the books of Mackintosh and Co., and requested the firm to open a new account with that sum in the name of trustees for his children. The firm followed Mr. Wilkinson's instructions, and a regular interest account was forwarded to the plaintiff in the name of the trustees for his children. Subsequently to that period a house was purchased for Sa. Rs. 25,000, by Mackintosh and Co., for the children, by desire of Mr. Wilkinson, and at the close of 1832 there was a balance of 15,000 in the books of Mackintosh and Co. in favour of the fund. For this amount Mr. Wilkinson in December 1832, obtained a promissory note from the firm, and for the recovery of this amount and a small undisputed sum for goods had and received the present action was brought. It was urged for the defendants that the promissory note was given inadvertently, and that they had no funds at that time in their hands belonging to plaintiff, for that the funds which had been transferred by his desire was no longer his property, nor under his controul, and that he could not recover it by an action at Common law; consequently, there being no consideration given at the time of granting the promissory note, the plaintiff must be nonsuited. On the contrary, it was urged for the plaintiff, that the transfer was not perfect:—that there was no deed in existence which could apply to this fund:—that there was no evidence of a complete *donatio inter vi vos*, and that Mr. Wilkinson had undisputed controul over the property up to the period of the failure of the defendants, as it appeared by the purchase of the house, the withdrawal of Sa. Rs. 3000 to pay the passage money of the children to England, and finally by the defendants' acceptance of the promissory note which was the subject of the

present action. The Court decided that the fund had always been dealt with at the order of the plaintiff, and that a defence of having no consideration at the time of accepting the bill could not be sustained. *Verdict for plaintiff.*

IN THE MATTER OF BRIGONAUTH GHOSE,  
AN INFANT.

Mr. Clarke, on a former day, obtained a writ of *habeas corpus* to bring up the body of this infant, and the writ was made returnable yesterday when the court decided, that, it being after Term time, the return must be moved for in chambers. A return of the writ having been made this day, and the boy having come before the court, their lordships consented to hear the case in court as in chambers. The case it will be recollected is that of a young Hindoo boy who has recently been converted to Christianity, and the writ of *habeas corpus* was obtained on the affidavit of his father, who swore,—that the boy had been allured from his residence and that he was kept by Krishna Mohun Benerjee. The return being made as before stated, it was read by the Clerk of the Court. The return set forth—that Brigonauth Ghose was a pupil at the Mirzapore School, where the deponent is a teacher, and on the 2d of June last, he came to the school after having been absent some days, and informed the deponent that he had been detained at his father's house against his consent, and that the family had endeavoured to prevent him becoming a christian. The deponent advised him to return to his father's house, and the boy returned accordingly. Shortly afterwards the deponent received a message from the boy saying that he could no longer live with his parent and earnestly desiring to speak with him. The deponent went in a palkee carriage to the Barrackpore road near the residence of the boy's parent, and the boy came out from his father's house and voluntarily accompanied him to the house of the Rev. Mr. Dealtry, where they remained until 10 o'clock, and then went to the Rev. Mr. Sandy where the boy had remained up to this day without being under any restraint.—That at the time the boy came to the deponent no force was used to detain him, nor had the deponent at any period endeavoured to detain the boy or used further restraint upon his person than treating him as his pupil, and that the boy had voluntarily accompanied the deponent this day before the Honorable Court.

Mr. CLARKE said he had no objection to make to the return of the writ, but would ask the court, as the boy was before it to order him to be returned to his father, under the provisions of 21 Geo. 3d

70, 28, which states that all children of natives of this country, shall be under the controul of their parents until they are sixteen years of age. It was sworn in the affidavit of the boy's father, at whose instance this writ was granted, that the boy was fourteen or thereabouts, and this affidavit was not negatived in the return, therefore it was the duty of the court to order him to be returned to the custody his parent.

The Boy, at this stage of the proceedings, was asked his age by the Court; he replied that he believed he was 16 because he had been sick about two years since, and his mother had informed him at that time that he was 14.

Mr. CLARKE said that an uncontradicted affidavit was before the court that the boy was fourteen or thereabouts; the parent of the youth was ready again to make oath of the fact, and if further enquiry was necessary, the horoscope, which was the best method of ascertaining the age of a Hindoo, was in Court, and was ready to be produced before the pundits. The learned counsel contended that the affidavit of the father was uncontradicted, and that the words of the Act of Parliament made it imperative on the court to submit children at that age to the controul of their parents. He added, that this was a question of great importance as the rights of the Hindoo parents were too often invaded by the Missionaries in Calcutta.

THE COURT expressed its dissent from the latter part of the learned gentleman's observations.

Mr. CLARKE submitted that the boy was an infant according to the affidavit, if any other construction could be put on the words of the affidavit "14 or thereabouts," and that the court was bound to deliver the infant into the custody of his parent.

THE ADVOCATE GENERAL said that it was not his intention to reply to the allusions of Mr. Clarke regarding the missionaries, or to panegyricize that or any other body of men; but with reference to the question before the court, there was nothing sufficiently definitive in the words of the affidavit "14 or thereabouts" to induce the court to believe that the boy was not 16.

THE COURT thought Mr. Clarke's argument was sufficiently decisive of that part of the question. The boy was sworn to be an infant, and an infant was within the meaning of the act.

THE ADVOCATE GENERAL would not contest that part of the Act of Parliament, though he might observe that he was not aware that parents in India, had any greater authority over their male children



than parents had in other parts of the world. But if so, the court would decide when the question came before it—and when it thought the subject called for its interference. The questions for decision at present were,—to whom was the boy to be delivered, and whether the court would interfere at all in the matter. It was stated at the close of the parent's affidavit, that the deponent had at first applied to Mr. Barlow, a magistrate of the 24 pargannahs, and from him he had been referred to Mr. McFarlan, who had informed the parent that he could not restore the boy. Now when the boy was able to take care of himself, and to make a proper selection of his future friends, it did occur to him that the court ought not to interfere. But putting aside that part of the question, a *habeas corpus* was a writ of high prerogative by which the king had a right to inform himself by whom his subjects were imprisoned; and this writ being directed to Kristna Mohun Bonerjee, who stated that the boy was not in his custody or under his controul, it did appear to him (the A. G.) that no order ought to be made on the person to whom the writ was directed. As he had said before, it was not his intention to descant on the good the missionaries had done, or to say anything with reference to the boy's desire to remain with them, but he submitted to the court, that it was usual when a party came voluntarily into court, to ask him which way he would go and not decide judicially on the question.

Mr. Justice FRANKS:—The first question for the consideration of the court is one of age: the parent on whose behalf the present application is made, states that the boy is fourteen or thereabouts. To words of ordinary use we are bound to give an ordinary interpretation; therefore, I take it, that in common parlance the boy is about fourteen, he may be a little under or a little over. With reference to the statute cited by Mr. Clarke, it is the duty of the court to look to the right a father has over his child as recognized by law; the court is bound to observe that statute, and so long as I have the honour to sit here, the court will respect it as much as any other law; for it is my duty to treat the natives with as much respect as the law authorizes me to observe. It has been observed that a father has no more authority in this country over his child than he has at home. Mr. Clarke has stated the law correctly to be in this country that the parent has the guardianship of the child until he is 16. In the case of *Rex v. Delaral* where the child was a female, and eighteen, Lord Mansfield decided that the party should be discharged on being asked

where she wished to go; but in that case the party was at a more advanced age than the boy now before the court. In my opinion he has come here constructively in the possession of the person to whom the writ was directed, and the court ought to order him to be given up to his father.

Mr. Justice RYAN:—This is an application of some importance both from the arguments used and the nature of the return. From the return it appears that the boy informed Kristna Mohun Bonerjee that he had been confined in the house of his father and that his relations had endeavoured to prevent him becoming a Christian. It appears that Bonerjee advised the boy to return to his father's house, and that afterwards on being informed that the boy wished to speak with him, he went to the Barrackpore Road where he joined him and accompanied him to the house of the Rev. Mr. Dealtry. It appears to me that there is on the face of this return something like a contrivance. I think the boy is an infant; and that he has been got away from his father's house for the purpose of being made a Christian. The next question is,—what is to be done with him? The Advocate General says that we are not to interfere, but to allow the boy to go where he pleases. I think the Advocate General is mistaken; the court has the power to interfere and the discretion whether it will exercise it or not. In this case the youth has been allured from his parent's house for the purpose of converting him to Christianity, contrary to the usage of the country, and the statute cited by Mr. Clarke. I therefore say that to order him to be delivered to his father is a sound, proper, and good decision. We are bound to protect the usages of the natives of this country; and if the court did not come to this decision it would be acting contrary to law.

The Boy here expressed his unwillingness to return to his parent, and stated that he had lost his caste, and that he should suffer persecution from his relations.

SIR EDWARD RYAN:—If you are ill treated by your relations you must apply to this court.

THE ADVOCATE GENERAL.—My lord, he lives out of the jurisdiction.

SIR EDWARD RYAN.—Then he must apply elsewhere.

The Boy again appealed to the court and stated that he was afraid his life would be attempted by his relations.

Mr. Justice FRANKS:—We have given a just decision. The boy must go with his parent.

The court rose, and the father approached the youth who endeavoured to

clude him. With some difficulty he was secured and hurried from the barrister's table into the body of the Court, where he was instantly surrounded, and borne off by a crowd of exulting natives.

WEDNESDAY, JULY 17.

ROBERT JACKS v. GEORGE MONEY.

The ADVOCATE GENERAL stated the case for the plaintiff. This was an action against the Sheriff for an improper seizure which took place under the following circumstances:—On the 28th of March last, the plaintiff, who is an up-country trader, and who had come down to Calcutta to purchase stores, had embarked a quantity of goods in a boat which shortly afterwards left Calcutta. These goods consisted of wines and other articles and were purchased from a person named Horsburgh, and fairly bought by the plaintiff. It appears that Horsburgh being in indifferent circumstances, his goods were seized by the Sheriff, and on the 30th of March a Sheriff's officer accompanied by two persons in the employ of Dinobunder Mullick and Hurripersaud Paul, the former a banian, and the latter in the employ of Horsburgh, proceeded after the boat, seized the plaintiff's property and brought it into Calcutta, where, though notice of an improper seizure was given, the property was sold by the Sheriff under an indemnity from Dinobunder Mullick the real defendant in this case. It was proper to mention as an illustration of the good effects of Sheriff's sales in Calcutta, that the goods which were purchased for Sa. Rs. 6,840, sold for Sa. Rs. 2,842. The only point in this case was to shew to whom the property belonged, and he apprehended the task would be an easy one, as he should be able to shew that the sale by Horsburgh to the plaintiff was complete. The plaintiff asked for satisfaction not only for the value of the goods but for the loss really sustained consequential to the seizure. First, the loss of the time in coming down from the Upper Provinces, and secondly, for the loss of those advantages which would have accrued had the goods been taken to their original destination.

ABRAHAM PRATT.—I made the seizure in March last in Tolly's Nullah about 50 miles from Calcutta. It was a boat load of different kinds of wine. Mr. Jack and another gentleman were on board. The Sheriff's sircar took the inventory. The seizure was made on behalf of Hurripersaud Paul. I gave the goods in charge of a Sheriff's peon and they were brought to Calcutta and deposited in the Sheriff's office where they were ultimately sold. (*Cross-examined by Mr. Clarke.*) The

plaintiff informed me he was to sell the goods on commission, and that he was to have five per cent on the proceeds. I told him I seized them as goods belonging to Mr. Horsburgh and he then said he was to have the commission; he considered the goods were his own as he would have to pay for them. He said nothing further. I seized this boat on the 30th, and on the previous day I seized another boat in the Hooghly, off Calcutta. The goods in both boats were of the same description. I made a seizure under the same writ of goods in Mr. Horsburgh's godown. (*By Mr. Prinsep.*) Mr. Thomas was present when the plaintiff spoke concerning the commission. About twenty minutes afterwards he told me the goods were his own.

*William Thomas.*—I am in the employ of the plaintiff who is a River trader. He left Calcutta on the 23th of March after taking in a cargo of wine, &c. which was procured from Mr. Horsburgh. I received the goods on board the boat and gave a list of particulars. I was at Mr. Horsburgh's with the plaintiff on the 28th of March, when a dispute arose regarding a note of hand for the amount of goods. It was late in the evening when the document was signed and Mr. Jacks complained of the high price of the wines. This is the document now produced. Hurripersaud Paul and Dinobunder Mullick's peons accompanied the Sheriff's officer. Mr. Jacks informed them he was sorry they had come so far to seize his goods for another man's debt. He informed them that he had goods last year on commission but this year they were on his own account. The boat was hired on the 12th Feb. from a manjee who I have not been able to find since I returned to Calcutta. The agreement for the boat was 40 rupees per month, and 80 rupees were given in advance (*Cross-examined by Mr. Clarke.*) We brought back one chest of claret to Calcutta on the former voyage and it was returned to Mr. Horsburgh. The claret was taken that voyage on commission. There are some words blotted out in the list of cargo; I never saw the erasure until this moment. Mr. Nicholson inquired of me at his office concerning this paper, but it was not shewn to me. Previous to his voyage the plaintiff always sold on commission. Mr. Horsburgh paid to Mr. Jacks the 80 rupees for boat hire. Mr. Jacks was distressed for money after his return in February from the upper provinces. I believe the plaintiff stopped near Mrs. Douglas's at Gazeepore on the former voyage. I have heard him speak of Mrs. Douglas. (*By the Advocate General.*) It is usual for traders to pay for the goods after the voyage. (*By*

the Court) I saw the plaintiff at Serampore on the 14th of May last, and since that time I have not heard of him. I left him at Serampore; he was about to proceed up the country with a stock of wines &c. he had purchased from Mr. Peter Palmer.

Mr. Alexander Horsburgh. I know the plaintiff, we have had dealings for the last two years. Last year he sold goods for me on commission; this year he purchased goods from me. I am insolvent and have petitioned the court. The paper now produced is an acknowledgment of plaintiff's debt to me for goods furnished. The document was in my possession until I gave it to my assignee. It is a note for the amount of the goods which were seized by the Sheriff. I lent him 80 rupees for boat hire. When I lent him that sum I was not in difficulties. I have received a remittance from Jacks of 690 Rs. Dinobunder Mullick was my banian, Hurripersaud Paul was a writer in my office. I was indebted to the latter person, but the amount borrowed in reality belonged to the former. Dinobunder is a man of property; Hurripersaud is not. It was understood between Jacks and myself that he was to pay in three months. (By Mr. Turton.) I knew that the plaintiff was poor but I considered him trust-worthy. At the time I lent the 80 rupees I was not aware there were any writs out against me. The amount of my debts was about Rs. 40,000, and I had no other property besides that in my godown and that which I sold to Jacks, amounting together to 15,000 Rs. I owed 15,000 of the 40,000 to my brother, and 9,000 Rs. to Colvin and Co. still I did not consider myself in difficulties when I lent the 80 rupees to Jacks. At this time there was an understanding that the bills for all goods delivered were to be delivered to Dinobunder, and he was to proceed for the amount. The key of the godown was kept by two men employed by Hurripersaud Paul. I do not remember Dinobunder objecting to Jacks as a person of no property. I never sold so much to one person before. This is my first dealing of this kind. When I sold the goods to Jacks they were at once removed from the cart in which they were put and taken to the godown in consequence of something Hurripersaud Paul said. At that time I did not intend to deliver the goods on commission. I had declined that method of doing business as I found it rather expensive. There was boat hire, &c. which did not suit me. I sold some goods to Mr. Johnson in March last, I am not paid for them. I believe Mr. Johnson is in a very good way. There was a small balance due to him when I sent the goods. They are entered in the books but I have no

bill of sale. (Book produced.) This book was purloined out of my office on the 28th of March last, and there could be no entry in it because the whole of the goods were not delivered until the 29th of that month. I made out a bill for the goods sold to Mr. Johnson for Rs. 1,000, I had then about 6,000 Rs. worth of goods remaining. I make a difference between being in difficulties, and being "humbugged" for cash, as I wrote to Dinobunder. (Letter produced.) I do not consider this an admission of being in difficulties. Dinobunder had remonstrated with me for delivering goods to Jacks, and in consequence of those remonstrances I wrote him the letter now produced. I wrote him another letter on the 24th March but even then I did not consider myself in distressed circumstances. I wrote again on the 30th of March saying that I had made every effort to pay him part of his claims. I also told Dinobunder that I was going to send some wine by Mr. Jacks. By the word 'send' I meant 'to sell' the goods to Mr. Jacks. When I told him 'I was humbugged for cash' I was in want of money. I also wrote to Dinobunder telling him to come and take the business as I did not like his interference. He held bonds of mine to amount of Rs. 7000 at that time. I wrote again telling him I could not give him any thing but my personal security, and authorizing him to take all my property in case of my decease, I am not certain but that the goods were on board Jacks' boat at that time. I wrote again proposing to pay his debt by instalments at the end of two, four, and six months; this was after the sale to Mr. Jacks but I did not think it necessary to mention that circumstance. I cannot say that I informed Dinobunder of this sale, although the amount was nearly equal in value to the residue of goods remaining in the godown. I have not given instructions for this trial; the same attorney is employed for the plaintiff, as I have employed to conduct my business in the Insolvent Court. I have received 600 Rupees from Mr. Jacks which I have paid away to one of my creditors. This sum was received on account of former sales and was carried to Jacks' general account. (By the Court.) At the time I sold the goods Jacks was indebted to me 1,800 Rs. on account of goods sold on commissions. The balance is still due. (By Mr. Turton.) The commission account was not closed. I lent the plaintiff ten rupees on one occasion, and afterwards intrusted him with more than half my property. The plaintiff can read and write but is not a well educated man. On the 16th March he sent to me to bor-

raw two rupees. The Custom-house pass for the goods was taken out in my name. I believe the 80 rupees were lent for the purpose of paying the ghaut manjee; I had been in the habit of employing the same manjee. On the 5th February I thought it necessary to make some inquiries respecting the character of Mr. Jacks; I am not certain that I received any answer previous to the 15th of March. I had no insurance on the goods. I have heard from Mr. Palmer that Mr. Jacks is up the country selling goods on his own account. (*By Mr. Prinsep*) Dinobunder had several peons on my premises and they were acquainted with the fact of my selling the goods. (*By the Court*) I was arrested on the 23d of April at Mr. Nicholson's. I knew the plaintiff to be an honest man and did not hesitate to trust him.

Mr. PETER PALMER. I am acquainted with the plaintiff and have known him since 1822. He informed me of the seizure. He is now up the country with goods on a joint account between us. We are partners in the transaction; the value is about 5,000 rupees. (*Cross-examined by Mr. Clarke*) Jacks has not paid any money on account of the goods; he is to have a share of the profits, and is responsible for half the amount.

DWARKANATH MOZEMDER, a writer in the Sheriff's office produced the necessary official documents.

Mr. E. MACNAGHTEN proved the receipt of the plaintiff's account from Mr. Horsburgh, and the insertion of the amount in the schedule.

Mr. WILLIAM TURNER, (before this witness was sworn he expressed his surprise that he should be taken from his business and have to wait in court for the last ten days without receiving any remuneration.) The witness deposed to the average profit on sherry, &c. sent into the Mofussil, and that the profit on the goods seized would have been at least 50 per cent. clear of all charges.

(*The foregoing reports, with the exception of part of the case of Cockerell and Co. were prepared by the Reporter to the John Bull.*)

This was the case for the plaintiff.

Mr. TERTON was about to commence the defence when the Court informed him that it was unnecessary if the defendant would take a nonsuit. Mr. Terton acquiesced and the plaintiff was called, the court observing that a nonsuit being taken the case might again come before the court, therefore they would abstain from any comments on the evidence. This much, however, they would say, that the claim to the property was not made out, and they did not credit the testimony given for the plaintiff.

THURSDAY, JULY 18.

RAJA BUDDINAUTH ROY AND KISHNO PARS.

This was a rule nisi obtained by defendant for one month further time to put in an answer.

Mr. CLARKE shewed cause; and contended that the affidavit of Mr. Marnell on which the rule nisi was obtained, had nothing to do with the application before the court, if it had, the affidavit did not state when the bill was filed or what time had already been granted, which was necessary according to the practice of the court, but merely stated that application had been made to change the attorney in the cause, and that delay had been occasioned in consequence. Now the application to change the attorney having been made on the 3d instant, and the order granted on the 6th, and the papers delivered over on the 8th, the delay was not a sufficient excuse for the defendant not putting in his answer.

THE ADVOCATE GENERAL admitted the violation of the rules of the court, but urged that the delay having been occasioned solely by the change of attorney, the violation of practice ought not to induce the court to discharge the rule.

It was ultimately decided that defendant should have a fortnight from this date to put in his answer.

## IRON STEAMERS.

The *Calcutta Courier*, who is indefatigable in the assistance he gives the Steam Committee, in regard to determining between the *Forbes* and the *Hugh Lindsay*, furnishes the following information respecting the iron steamers which the Court of Directors have sent out:

"The Iron Boats, arrived in pieces in the *Larkins*, which was chartered by the Company to bring them out, are two Tag

Vessels, each carrying a single low pressure engine of 60 horse power. They will shortly be followed by two other Iron Boats, destined to be used like the *Experiment* Flat, without engines, for carrying troops, passengers, treasure, stores or merchandise. The Tugs, we hear, are not adapted for the service of the port of Calcutta in aid of shipping but merely for river navigation. Consequently those who

are interested in the *Emulous* and the *Forbes*, have no new rivalry to apprehend.

\* \* \* \*

"There must have been some mismanagement or great ill-luck in forwarding the *Hugh Lindsay's* packets from Alexandria on her last trip; for although she started from Bombay on the 10th January, none of her letters had reached London on the 20th March, an interval of 69 days. This we infer from the fact that the failure of Messrs. Alexander and Co. was not known in England when the *Larkins* sailed—whereas a letter was received last year within sixty days after its despatch from Bombay."—*John Bull*.

We understand the two Iron Steamers that have arrived in plates upon the ship *Larkins* are to be landed with the Steam Engines at the Old Import Warehouse, and put up upon the premises "one on end of the other." An extensive shed is to be erected over them 270 feet by 32 feet, part of the godowns to the westward are to be knocked down to give length, and the Steamers when completed are to be launched over the Strand-road. Six months is stated to be the probable time they will be building, or more properly speaking, be rivetting together and putting up the Engines.—*Bengal Hurkaru*.

We hear that the plates of the two Iron Steamers will be put together in the compound of the old Export Warehouse, and that it is expected they will be ready for launching in five or six months; that, besides the two Iron *flats* coming out to be used with these tugs, there are two more Iron Steamers with an equal number of *flats*, in preparation, making in all four steam tugs and four vessels for cargo and accommodation. We have been surprised to learn that the whole cost of these eight Iron vessels with the machinery, exclusive of freight to India, is but £25,000. They are 125 feet long and 22 feet in breadth of beam. The tugs are provided, not as we supposed with a single Engine of 60 horse power, but with a double engine of that power, or perhaps we should say with a pair of engines, with oscillating cylinders. This is not quite a new invention, but some improvements have been adopted by Mandesley and Co. (who have in consequence, obtained a patent,) rendering the engine serviceable in boats. With exception of a small one for trial, the first boat-engine of the kind was constructed for the *Lord William Bentick*, one of the Iron tug vessels arrived in the *Larkins*. Her pair of oscillating engines, we are informed, scarcely weighs half as much as a pair of ordinary engines of equal power, besides occupying much less space. This is surely a very important improvement.—*Calcutta Courier*.

## SUPREME COURT.—CRIMINAL SESSIONS.

The third Quarter Sessions for this year commenced on Saturday the 27th July, before Mr Justice Franks and Mr. Justice Ryan. The following are the names of the gentlemen who formed the grand jury :—

JOHN ABBOTT ESQ. FOREMAN.

Ludovic Carmichael, Esq.  
William Bruce, Esq.  
Robert Campbell, Esq.  
George Dongal, Esq.  
Charles Mackenzie, Esq.  
Daniel Ainslie, Esq.  
Thomas Anderson, Esq.  
Henry J. Leighton, Esq.  
James Church, Esq.  
C. A. C. Cavorke, Esq.  
M. M. Manook, Esq.  
P. A. Cavorke, Esq.  
Kenneth Ross Mackenzie, Esq.  
Edward Deedes, Esq.  
Francis Mendez, Esq.  
Baboo Ashutoss Day.

" Dwarkanauth Tagore.  
" Beernursing Mullick.  
" Radakishna Mitter.  
" Cashy Persaud Ghose.  
" Russomoy Dutt.

A petition was presented by Govind chunder Dhur stating that he was aged fifty nine years and nine months, and praying to be exempted from serving on the Grand Jury on account of his age and infirmities. The Court, under the circumstances, directed that he should be exempted.

Mr. JUSTICE RYAN delivered his charge nearly as follows :—Gentlemen, on former occasions in addressing the grand jury it has not been my habit to make any observations on the nature of their duties, because I have generally addressed gentlemen who have served frequently before, and therefore I have abstained from making remarks which would be quite unnecessary to them. But on the present occasion, I am sure the European Gentlemen who have previously served will excuse me for making a deviation from the usual custom, and entering generally on the duties of the office. My reason must be obvious : this is the first occasion natives have been called on to serve ; it cannot, therefore, be expected that they should be so well acquainted with the nature of the duties of a juror, as the gentlemen to whom those duties have been long familiar.

I particularly request the attention of the native gentlemen and of those gentlemen who are new for the first time called

on the jury, to the few observations I shall make on the nature of the office,—the first is, as to the number of persons who are called on to serve. No more are sworn than twenty three. According to the law of England there must be twelve at least, between that number and twenty three there is no exact limit ; but to provide in case death or sickness might weaken the jury, it is thought to be the most convenient course in this country to call the full number allowed by law. To return a true bill, twelve jurors should be unanimous in their opinion ; that number must be unanimous either in finding or rejecting it. It is an objection were the number exact, twelve might find a bill to be true though other twelve might reject it as untrue which would be absurd. In England the grand juries are composed of seventeen, nineteen, or twenty three persons ; in this country the full number is called for the reason I have already stated. This is all that is necessary to say regarding the number of the jury. It is a maxim of English law that no person can be convicted of a crime unless on the oath of twenty four persons,—that is on the oath of twelve, at least, of the grand jury, in the first place, assenting to the accusation, and twelve petit jurors finding him guilty on his trial. The first examine if there are sufficient grounds to send the charge before another jury, and twelve, at least, of these must agree, but the petit jury must be unanimous. I would now call your attention, Gentlemen, to the nature of the oath you have taken ; the first part of which is, " you shall diligently inquire, and true presentment make on all such matters and things as shall be given you in charge, and present all things truly as they come to your knowledge according to the best of your understanding." There are two subjects for consideration in this part of the oath :—The ordinary business of the grand jurors at the sessions in the examination of indictments, which are charges framed and formally prepared, and having been previously considered by the police, they are brought regularly before you for examination : this is the ordinary duty of every grand jury ; but the oath requires more than this, " you shall present all things truly as they come to your knowledge according to the best of your understanding," which means that although there be no formal charge in the shape of indictment prepared by the Clerk of the Crown, yet the grand jury have the

power to take notice of any offence, and make an accusation thereon, without a bill being brought before them; and their statement, being given into Court and afterwards reduced to a formed indictment, is called a presentment. The grand jury, by this means, are enabled to take notice of such nuisance as the drains of the town, roads, and various objects of public note, and may institute an inquiry regarding them, from which inquiry the Clerk of the Crown prepares a more formal information. The next part is, "the king's counsel, your fellows and your own, you shall keep secret?"—this requires some little explanation. The object of the oath of secrecy, as it is viewed by the best writers on the administration of English law, is to prevent a course of investigation, from being counteracted by subordination of perjury. That is said to be the object of this part of the oath, but it is also said that, although secrecy is enjoined, yet, if the general purposes of justice could be better developed by a deviation from the general rule, it may be departed from. This principle is established because in Yorkshire, it happened that a grand juror was present when a witness gave a different testimony before a petit jury to that which he had given before the grand jury, and on which the true bill was found, the grand juror communicated the fact to one of the judges, the latter consulted with his brother judge, and they both resolved that it was regular and proper that the witness should be indicted for perjury, and that the grand juror was entitled to give evidence against him. Gentlemen, the next part is, "you shall present no one for envy, malice, or hatred;" and I may say that words could not be formed more expressive of your duty. No private motives must be suffered to influence you, but you must be guided by the evidence before you, and by that alone. "Neither shall you leave any one unpresented for fear, favour, or affection, or hope of reward, but all things truly and indifferently try as may come to your knowledge according to the best of your understanding." On the latter part of this sentence a few remarks are necessary. The general duty of the grand jury is only to enquire whether there is sufficient evidence against a person, because the accused has subsequently a full opportunity of clearing himself from the charge before a jury who alone can convict; but although this is their general duty, they ought in every case to be fully satisfied of the truth of the indictment as far as the evidence goes, and circumstances may offer to you where other facts may be elicited from witnesses, if so, it does occur to me that it were best they

should be elicited by you, because you ought to be thoroughly satisfied of the truth of the accusation. It is no light matter to put a party on his trial; the pain and anxiety of that party is no light matter; and he should not be thus arraigned without you are fully satisfied of the truth of the charges. These are all the observations, Gentlemen, with which I shall trouble you on the nature of the oath. I shall consider it fortunate if I am understood, and I must further explain that if any difficulties arise you have but to communicate with me and I shall be ready at all times to give every explanation in my power.

I, for one, rejoice exceedingly, and I have expressed myself on this subject on more than one occasion, in seeing native gentlemen mixed up with the administration of justice in this court. That the power of the natives to act in civil cases has latterly been extended by government is notorious to every one, but until the passing of the recent Juries Act, the law did not extend to the natives the privilege to serve on grand juries. I expressed my regret at this, in this Court, six years ago. Now, however, all restrictions are removed; and the natives are qualified both on grand and petit juries to sit on the trial of all christian subjects of the king in this country. I rejoice exceedingly at this, because the amalgamation of Europeans and Natives will tend to the better administration of justice, the cases will be examined in all their bearings, and better opportunities will be afforded for the elicitation of truth, which is the great object of every court of justice.

The learned judge then proceeded to comment on various cases in the calendar, none of which are of sufficient importance to require any notice here, and concluded his charge with the usual offer of assistance should any difficulties occur to the Grand Jury.—*John Bull.*

THURSDAY, AUGUST 8, 1833.

#### ASSAULT.

**REX** on the prosecution of **JOHN HENRY Junior v. LUCAS YOUNG and JOSEPH VANDERBECK.**

The prosecutor in this case is the son of Mr. John Henry, an Indexer in the Marine Board Office. The defendant Young, is an assistant to Simpson and Co. and Vanderbeck is employed in the Custom House. The case was traversed from the last sessions, and, if we may judge from the crowded state of the Court, excited considerable interest in Calcutta.

*The Advocate-General* for the prosecution, addressed the jury and said,

that he was not at all aware whether any conversation had taken place amongst the jury on the subject of the present prosecution, but if there had, he was sure he need not ask them to divert their minds of any preconceived opinions and apply themselves solely to the evidence which would come before them. It would appear that the prosecutor and one of the defendants had been for some time acquainted, and early in March last, Mrs. Waddy, the mother-in-law of the prosecutor, was invited to spend the day at the house of the latter, and when the evening came she asked the prosecutor to accompany her home; he did so; and drove her home after calling at one or two places in their way. In the course of the next evening some dispute seems to have occurred between Mr. Young and Mrs. Waddy, which, probably, laid the foundation for the present investigation: what that dispute might be he was not going to state, but it appeared to have been entirely forgotten, as Mr. Young afterwards called on Mr. Henry and shook hands with him and parted as friends. This was on Monday the 4th of March, and what passed in the mind of Mr. Young in the interval between that and the time the assault was committed, it was not possible for him to say, but perhaps his learned friend (Mr. Turtou) might be able to lay before the jury circumstances with which he had not been made acquainted, or indeed his learned friend might be able to extract from the witnesses other circumstances with which his client had not thought it necessary to inform him; but should he do so, it was to be hoped he would in candour allow a reply to be made. It would be shewn that Young had a communication with Vanderbeck, and at the suggestion of the latter, they agreed to go together to the house of the prosecutor's father; but Vanderbeck declined to go unless Young first went to a saddler's and purchased a large whip. The whip was purchased; and when the defendants arrived within a few yards of the prosecutor's house, Young approached the door, and after some time spent in speaking to a syce, the younger brother of the prosecutor came to the door to speak with him and asked him to enter; this the defendant declined doing, but desired him to tell the prosecutor that he wished to see him and that he had something private to communicate. The prosecutor accordingly came from the verandah, and Young, after shaking hands with him, begged him to accompany him to his buggy. The former did so; not expecting any harm and not intending any himself. When they came to the buggy Young struck the prosecutor several blows, and

Vanderbeck, in order to connect himself with the business, handed the whip from the buggy, which Young took and belaboured the prosecutor with it until the lash came off, and then threw him on the ground and continued beating him with the butt end of it. During this time the prosecutor's, father and brother came out from the house, and Vanderbeck, putting himself prominently forward in the affair, cried out, "take care, don't you interfere, Mr. Young is behaving like a gentleman in taking satisfaction." This was Mr. Vanderbeck's opinion of what constituted the behaviour of a gentleman;—It was to go to the house of a person and to shake hands with him, to inform him he had something confidential to communicate, and to draw him to some spot where the gentleman attended by another had a whip ready for use. It would not be for the jury to give an opinion of Mr. Vanderbeck's idea of the conduct of a gentleman; that they had not to decide; but whether the defendants had not conducted themselves grossly; whether they had not violated the rules of society and the laws of that country to which they belonged.

*John Henry junior sworn.* I am acquainted with the defendants. On the 7th of March about 5 o'clock they drove up to the door of my father's house in Doornfontein, and Mr. Young's name was announced; my brother asked him to walk in, and afterward informed me that Mr. Young wanted me. I went down and shook hands with him, and he enquired after my health, saying he had something of a private nature to communicate, and begged me to go to his buggy. I did so; and when I came there Mr. Young produced a note from his pocket and enquired if I had written it? I replied I had; and then he commenced beating me with his clenched hand and afterwards, a whip being handed to him by Mr. Vanderbeck, he continued to beat me with that. Mr. Vanderbeck sat in his buggy and encouraged Mr. Young saying 'beat him to his heart's content.' He continued beating me till the lash came off, and then seized me with one hand and knocked me down. My father and brother came out and were about to render me some assistance, when Mr. Vanderbeck cried out that if they interfered he would serve them in the same manner. He added 'that Mr. Young had behaved like a gentleman in taking satisfaction in this manner.' I desired my syce to fetch the Guard when Mr. Young jumped into the buggy and they drove off; Mr. Vanderbeck threatening further satisfaction. (*cross examined by Mr. Turtou.*) I cannot say on what account the assault originated. The note he produced was written by me to his



wife ; I do not know if it was subscribed "your's with love and regard for ever and a day." (*note produced*) I did not tear the corner off the note.

*Mr. Justice Ryan*:—What part is torn off, Mr. Turton?

*Mr. Turton*:—That part, my lord, where if I were to look for ever and a day I should not find the conclusion. (*laughter*) (*Cross examination continued*) I wrote to her in a plain, familiar style ; I had known her from her infancy and under such circumstances it may be my custom to write in that style. I have letters from Mrs. Young written since her marriage, but I cannot say with her husband's knowledge ; I have written to Mrs. Young this one note since her marriage and she has replied once. I have no reason to suppose that the assault was in consequence of this note ; when Mr. Young shewed it to me I was not aware of its contents. I had been once at Mrs. Young's previous to writing this letter, and I was "anxiously and impatiently, waiting a reply." I had not asked her to give me a private meeting, but when it would be convenient to give me a meeting at her house. The object of the meeting was merely to see the family, and I was "anxiously and impatiently waiting" merely for that purpose. I never thought of striking Mr. Young ; if he wanted satisfaction I would have given it him. (Mr. T. for what?) for the assault. There was a struggle between us and I might have torn his shirt, but I did not do it intentionally. We did not fall to the ground together ; Mr. Young was not on the ground at all. I do not remember striking Mr. Young ; during the whole time I never attempted to strike him. Mr. Vanderbeck encouraged the other defendant in a great measure to strike me ; he came once out of his buggy during the struggle. The assault continued about ten minutes. I cannot say how long I was under the lash of the whip. I cannot say how many strokes I received ; the punishment was severe. I did not shew my back to any person except my father and brother. I had a mark under my eye. The beating did not cause me to be confined to my bed, neither was I taken to an hospital. I am 24 years of age ; Mrs. Young is about 16 ; my acquaintance with her husband was very slight before this transaction. I was on terms of intimacy with her mother before this transaction, but I did not address my notes to the mother "with love and regard, your's for ever and a day." This mode of expression was confined to the daughter. (*re-examined by Mr. Prinsep*.) I have been in the habit of writing to Mrs. Young frequently

before her marriage. Mr. and Mrs. Young reside together.

The learned counsel was about to put some questions concerning a prior communication, when Mr. Justice Ryan said that the question did not arise out of the cross-examination, and he would not allow the time of the court to be wasted as the trial was not regarding the provocation but whether the assault had been committed.

A *Sycc* and an *Aynh* corroborated the evidence of the prosecutor.

*Mr. John Henry senior* deposed as follows:—when I came out I saw my son prostrate on the ground and in the most helpless condition,—a sight quite revolting to my feelings. I saw Mr. Young in a bending position laying hold of my son by the hair of the head. Vanderbeck was standing close by looking at the scene with the greatest composure. When I remonstrated with Young, Vanderbeck in a loud and menacing manner, cried out, "take care, Sir, and do not interfere in this matter, Mr. Lucas Young is but taking his satisfaction as a gentleman ought." (*cross examined by Mr. Turton*.) Mr. Vanderbeck had a note in his hand and he said he would show it me provided I would not snatch it. I gave him the necessary assurance and he shewed me part of the note. I do not recollect calling my son away after reading it and saying it was a disgraceful business. The females of my family have not had a subpoena served on them. A subpoena has been issued but not served. They have not been out of the jurisdiction, and are at present at home.

*Mr. George Rebello*, deposed that Mr. Vanderbeck had informed him that he had declined accompanying Young unless the latter bought a whip and did not use his clenched hands.

This was the case for the prosecution.

*Mr. Turton*, in an address of considerable length commented with much humour on the manner in which the two Henry's, father and son, had given their evidence, which, he said, would not disgrace a Young Norval on the boards of Chowringee provided the examination in chief had only been recited. But when they came to the cross-examination the facility with which they delivered the tale completely vanished, and every sentence was marked with doubt and hesitation. The learned counsel did not mean to deny that an assault had been committed by Mr. Young, but contended there was not sufficient evidence to find a verdict against the other defendant as it rested solely on the evidence of the prosecutor, the *Sycc* and *Aynh* having deposed to language used by the defendants, though

in their cross-examination they acknowledge that they could not understand any English word except *Basis*. The learned counsel then argued that the prosecutor's intentions towards Mrs. Young were evident, and in writing the letter which he had acknowledged in Court, he had caused a provocation sufficient to make the defendants though legally not morally guilty of the assault; and under the circumstances he trusted the jury would qualify their verdict with a recommendation to the court.

The jury retired for a few minutes and on their return, gave a verdict of *Guilty* against the two defendants, but strongly recommended them to the consideration of the court.

Mr. *Turton*, in mitigation, put in the following letter from Mr. Henry Junior to Mrs. Young which the former acknowledged to have written:—

My very dear Amelia,

When do you intend to write to me? I have both anxiously and impatiently awaited the receipt of your communication to this moment; but alas! I have not as yet been favoured with a single line. Pray do appoint a day, my lovely girl, for me to visit you.

I remain,

With love and regard,

Your's,

For ever and a day.

The *Advocate General* was heard in aggravation, after which the Court taking into consideration the effect likely to be produced on the mind of Young, by the letter, sentenced each of the prisoners to pay a fine of Rs. 50 to the king.

The fine was paid and the prisoners were discharged.—*John Bull*.

FRIDAY, AUGUST 9.

#### ASSAULT.

Anne Louisa Ramsey stood indicted with having, on the 12th of July last, assaulted one John Harris, while in the execution of his duty and with having imprisoned him.

John Harris sworn. I am a constable at the Allipore jail; Mr. Barlow is the Magistrate of that district. I went with Govinchunder Ghose to apprehend a Mr. Edwards, on the 12th July last, and we were accompanied by three burkendazes. We arrived at Eutally, about six o'clock in the morning. I produce the warrant; it bears the signature of Mr. Barlow. When we came within a small distance of the house, I enquired of a syce if Mr. Edwards was within; he replied he was; I enquired of another person who pointed to the window up stairs. I went up stairs

accompanied by Govinchunder Ghose, and entered an empty room, Govinchunder pointed to a small room, I knocked at the door, when a female enquired what blackguard was about to break open the door? I replied I was no blackguard, and stated my purpose. Mrs. Ramsey came up stairs and enquired how I dare come into the house. I told her I was on duty and showed her my warrant. She denied that Mr. Edwards was there, and, after attempting to snatch the warrant, took me by the shoulders and pushed me to the stairs. She then took up a bar and endeavoured to strike Govinchunder, I warded off the blow, and it fell on a dog; she expressed her regret that it had not struck the 'black rascal' meaning Govinchunder, and pursued that person down the stairs. She afterwards brought a ruler up stairs and drove off the two burkendazes. She returned up stairs where I remained and demanded what blackguard I was. She afterwards said that the magistrate under whom I acted was no better than myself. She then wrote a letter to Mr. Barlow, and went down stairs. I remained in the room. Some time after I heard the noise of a chain, and on looking at the door below the stairs, I found I was a prisoner. 'Mrs. Ramsey,' said I 'have you made a prisoner of a Peace Officer?' 'I am happy I have got you,' said she, 'and now let me see if the Supreme Court can break open the door.' She then told me she would have some sailors soon to chastize me, and declared if she had a pistol she would destroy me. I directed one of the burkendazes to acquaint the magistrate of the circumstances. About 11 o'clock two young ladies arrived, and the compound gate was opened; at the same time I saw a small wooden ladder put over the wall. The ladies went away; and I directed the thanadar to take possession of the gate, which they did; and about 12 o'clock Sergeant Tyson came. Mrs. Ramsey demanded who he was? he told her; and sent for a ladder and I got from the second story into the compound. I remained in the compound until five o'clock when I left it. (Cross examined by Mr. Cochrane) I might have been murdered if I had gone into the house alone, and for that reason I took the burkendazes with me. I saw a pair of pantaloons through a window and concluded they were Mr. Edwards'. I could not see his person; I could only distinguish the pantaloons. I was in a state of great alarm when in the room, though I am an old soldier and accustomed to smell powder. I was not discharged from the service through any complaint of the head. I do not regard the house with

horror, and dare to pass it again although the formidable damsel might be within it. I never attempted to escape by entering other apartments which communicated with the room wherein I was confined. I was hungry and thirsty, and would not have remained there if I could have got away. I held the warrant out to Mrs. Ramsey; when I first went to the house I did not refuse to shew it her. I was in the house about two hours before I was detained. I did not enquire regarding Mr. Ramsey but about Mr. Edwards.

*Mr. Robert McClintock* sworn. I became acquainted with Mrs. Ramsey in 1816, at Cheltenham. She is an English woman. (*Cross examined*) She speaks French as fluently as she does English. For anything I know she may be an American. Her first and also her second husband were in the Medical Service. She was at one time in possession of property but it was in a great measure lost by one of the failures; she is now living in a state of great privation and has not a friend in Calcutta. Her present husband resigned the H. C. service a short time previous to quitting this country. Mrs. Ramsey was acquitted in this court of a very serious offence.

*Gorinchunder Ghose*. This witness was the complainant in the case wherein the warrant issued against Mr. Edwards. He corroborated some parts of the evidence of Harris.

*Mr. C. R. Robison* deposed that he had heard Mrs. Ramsey declare that she was an English woman.

*Mr. Cochrane* took two objections to the indictment; first, that an indictment for disobeying an order of Justices must shew explicitly that an order was made; and it was not sufficient to state the order by way of recital. It ought to be averred that the defendant had refused to comply with the terms of the order. Secondly, the indictment set forth, that the assault was committed in Calcutta, whereas it was proved in evidence that it was committed in the 24 Purgunnahs.

*Mr. Justice Ryan* was clearly of opinion that the law as cited as the first objection by Mr. Cochrane, could not apply to the present case; and with regard to the second objection, he would take a note of it.

*Mrs. Cochrane*, for the defence, strongly urged that the detention was voluntary on the part of Harris, and that he might, if he had so chosen, have walked out of the chamber by the other door which his warrant was a sufficient authority to open. He also strongly animadverted on the conduct of the Allipore Magistrate in sending this case before the Supreme Court. The learned counsel then feelingly

addressed the jury on the vicissitudes of fortune his client had experienced, and earnestly besought them, if they found it necessary to return a verdict against her, to qualify it by a recommendation to the Court.

*Mr. Justice Ryan* summed up the whole of the evidence, and remarked, with reference to the observations of Mr. Cochrane regarding the conduct of the Allipore Magistrate, that the Magistrate had no alternative and was bound to send the case before the Supreme Court.

The jury retired, and in about a quarter of an hour returned with a verdict of *guilty*, and recommended the prisoner to mercy.

*Mr. Justice Ryan*, in passing the sentence of the Court, alluded to the prisoner's inability to pay a fine, and to the time she had already been in confinement; taking those circumstances into consideration and the recommendation of the jury, he said he would pass as lenient a sentence as the nature of the offence would admit. The sentence of the court was one month's imprisonment.

At the conclusion of the sentence Mrs. Ramsey, who had until that time conducted herself in a very respectful manner, broke out into a violent invective against her counsel for not calling some witnesses for the defence, who, she assured the court, would have disproved the whole of the evidence of Harris. Mr. Justice Ryan in vain attempted to explain that he could hear no further observations connected with the subject, and he was ultimately obliged to order Mr. Preston the Crier, and Mr. Pearson the Gaoler, to remove the prisoner from the Court.—*John Bull*.

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SATURDAY, AUGUST 10.

IMPORTANT CASE—CHARGE OF ILLEGAL IMPRISONMENT AND BATTERY.

*Mucker Ally and Gunga Ram*, two of the native Officers of the Police, were charged with having taken one Bissonauth Shaw into custody, dragged him through the street to the Town Guard, detained him there an hour and a half against his will, and beat and ill used him with the view of inducing him to confess to that which was untrue.

*Bissonauth Shaw* examined by Mr. Leith. The defendants came to my shop on the 18th of April, accompanied by two persons they had in custody, who pointed me out as the man who had given them liquor, on which they asked me whether I had, but I answered that I had not. Gunga Ram then abused me, said I must go with them as I had given the people liquor, took me by the hand and pulled me from my seat. After that Mucker

Ally pushed and shoved me into the street. They then called a chokeydar and gave me in to his charge, and directed him to take me to the Police. The chokeydar took me to the gate of the Police premises, and on enquiry, I found that the magistrates were not sitting, on which he took me to the house of Mr. McCann, who asked me whether I had given Boobun Thakoor any liquor, to which I replied that I had not. Mr. McCann then directed Kurreeam to keep me till the return of the two defendants. At about seven o'clock in the evening the defendants came to Mr. McCann's, and ordered Kurreeam to take me along with them to Captain Steel's; when we arrived there they said "all you *assauimees* must be taken to the Town Guard." I was then taken out of the premises, and when I got out of the gate Mucker Ally said to me "did you give liquor to Boobun Thakoor?" I replied "no," when he said "you fellow!" and gave me a blow. On that Gunga Ram sent Kurreeam away to his stand. Gunga Ram had a rule in his hand, with which he gave me a blow, and then both the defendants struck me and drove me to the Town Guard. This was at about eight o'clock in the evening. The defendants then seated themselves, and began to act the parts of judges, advising me to admit that I had given liquor to Boobun Thakoor. I said "I am unable to state a falsehood," on which they began to kick me with their shoes. They then beat and battered me till I fell on the ground, when they said "this fellow will not agree to admit, he must be put in irons." Some time after this a person came to the Town Guard, and asked what order Capt. Steel had given, on which they replied "he has given orders to take security from him;" after which they ordered me to the Muchua bazar thanna, and to release me on the security. I was then taken to the Muchua bazar, from which I was released on procuring the required security. I was kept in the pound for about two hours. I appeared before Mr. Robison two days after, and gave my evidence in Boobun Thakoor's case. I also complained to him of the beating I had received, but afterwards presented a Bengalee petition on the same subject to Mr. Blaquiere, who said he could do nothing for me, and told me to go to Mr. McFarlan. I then employed Mr. Thompson to go with me to Mr. McFarlan's. (*Cross-examined by the Advocate General.*)—Mr. McFarlan did not dismiss the case. This prosecution is not sent up by him. My attorney, witnesses, and people went backwards and forwards to Mr. McFarlan for seven days, after which he told my

attorney that the defendants had certainly committed a fault, and that he would punish them if I wished it. When this was mentioned to me by Mr. Thompson, I said "the magistrate here is favorable to his own servants, and I would rather have the matter sent up for trial at the Supreme Court." I was beaten all the way from Captain Steel's to the Town Guard. I did not complain to the Muchua bazar thannadar, where would have been the use of complaining to him? I did inform Mr. Robison of the beating I had received, but I did not shew my body to him. They beat and kicked me, and my body was bruised and swollen. There were marks but the skin was not broken. The Magistrate said "I don't send you to the Supreme Court, but you can go there if you wish."

*Ram Hurry Shaw* the partner of the last witness, and *Gooloochurn Shaw*, a person in their employ, corroborated all that had been said regarding what took place in the shop. They went and watched at Captain Steel's gate, and saw all that passed while he (*Bissonauth Shaw*) was being taken from there to the Town Guard. They described the ill usage exactly as it had been described by the prosecutor.

*Shaikh Kurreeam*, a chokeydar, remembered taking the prosecutor to the Police. He was given into his charge by the two defendants. He first took him to the Police, then to Mr. McCann's, and finally to Captain Steel's, to which place they were accompanied by the defendants, who went up stairs, leaving them below. When they came down again they sent witness away to his stand. He did not see any of the beating.

*Shaikh Kulloo* and *Shaikh Sonkul*, two persons who were prisoners in the Town Guard on the night in question, corroborated all that had been stated by the prosecutors as having taken place within the walls of that prison. On the cross-examination both these witnesses stated that they had been themselves well beaten on their first entrance into the Town Guard, and one of them went so far as to say that it was the constant practice to beat and kick every prisoner on his entrance, in order to make him remember the place!

*Surtlook Doss* and *Gour Pandit*, two purchasers of old houses, or as the Advocate General called them, "dealers in dust and rubbish," happened to be passing the neighbourhood of the Town Guard, when the two defendants were so actively employed in pushing, poking, thumping and driving the prosecutor along, of which they gave a description, that exactly tallied with that of *Bissonauth Shaw*.

Mr. *Blacquire* described the appearance of the prosecutor, when before him, as that of a person who had undergone some violent discipline, or been much pulled and hawled about. When cross-examined he admitted that he had not observed any marks about him, but observed that it was quite possible for a person's general appearance to indicate ill usage even for some years after its having occurred, without any outward marks being perceptible. When questioned as to his belief in what had been alleged by Shaik Sookul relative to the treatment of prisoners in the Town Guard. Mr. *Blacquire* said that, from the many complaints that had been made to him by prisoners from time to time, he had good reason to believe that they were beat and ill used in very many instances, more especially since the appointment of Mcker Ally to the office of jennadar of the prison guard.

Mr. *Thompson*, the attorney for the prosecution, merely spoke to the refusal of Mr. *McFarlan* to send the case up for trial, or to bind over the parties, as he did not consider the case one of sufficient importance to be sent up. He further stated that he had at first agreed to the decision of the case by Mr. *McFarlan*, but that he had subsequently changed his mind from being disgusted at the manner in which he thought the investigation was carried on and from a supposition that justice would not be done to his client.

The *Advocate General* made a very ingenious defence, in which he endeavoured to throw discredit on the testimony of the witnesses, and on the whole case, so far as the beating went, as improbable and absurd. The taking into custody of the prosecutor, in the first instance, he did not deny, but endeavoured to justify the action by saying that he was not taken into custody, as had been alleged, as a witness, but as a kind of doubtful character, as a person, who having admitted having given drink to a person suspected of committing a murder, might very naturally be suspected of being in some way concerned. As to the story of the Town Guard, and the ill usage said to have been inflicted within its walls, would they not be very much astonished if he should prove to them, not only that such beating had never been inflicted, but that the prosecutor had never been taken into the Town Guard at all.

The following witnesses were then called for the defence.

*Cooface Sing*, a naib of the Town Guard, examined. The prosecutor was taken by me to Aluchua bazar, by the

defendant's orders. The prosecutor was not taken inside of the Town Guard at all. He left the house of Captain Steel under my charge. I never saw him beaten nor ill treated in any manner whatever. (*Cross-examined.*) Curieem never went with the Prosecutor to the house of Captain Steel.

*Sunker Sing*, naib of the Town Guard, deposed that the prosecutor had not been brought into the Town Guard, and that he could not have been taken there without his knowledge, as the keys were always kept in his possession.

Mr. *McFarlan* said that the prisoners were very zealous Police Officers, and that he had never heard of any one being beat in the Town Guard till he had heard it in the present case.

Mr. *McCuru* examined. The prisoners are two very efficient Police Officers. I never heard that it was customary to beat people in the Town Guard till I heard it to-day. (*Cross-examined.*) Gunga Ram was once fined for taking up one of Mr. Andrew's pikes, who was charged with extortion, and I have heard that he was fined, because it was thought disrespectful to Mr. Andrews.

Mr. *Prinsep* replied at great length, after which the learned Judge summed up the evidence, but the length to which our report has already extended precludes us from noticing at length the charge. He agreed with the learned counsel that the case was one of great importance, but it would be necessary for the jury in coming to their verdict to satisfy themselves whether the beating had or had not taken place, for that was the important point that demanded their consideration. The question for them to consider was whether the beating had taken place as described, and not whether there was a general habit of beating. The latter question had been raised very unexpectedly, and perhaps improperly, but having been so raised it made the case of still greater importance, because if they were satisfied of its truth in the present case, the sooner it was put an end to by the strong arm of the law, the better; and if they found the prisoners guilty he should feel it his duty to pass on them a sentence of no slight nature. The learned Judge then recapitulated the greater part of the evidence, after which he proceeded to say that they should find no one guilty of such an offence except on satisfactory evidence, because if they had any doubts on their minds the prisoners had a right to the benefit of those doubts. On one point they could not do otherwise than find a verdict of guilty, if they believed the evidence on both sides, but what he wished was that they should state in their verdict

whether the beating had or had not taken place, because that was the material point,—for if the prosecutor had even been made prisoner under a legal warrant and authority, nothing short of resistance on his part could have authorized them to use violence. The charge was one of a very serious nature, and required them to consider carefully whether the evidence was satisfactory before coming to a verdict.

The Jury after an absence of 10 minutes found the prisoners guilty of the whole charge, and on being asked by the Court whether they meant by that, that they were satisfied of the beating, replied in the affirmative. The learned Judge then proceeded to pass sentence on the prisoners in the following words. The jury have found against you both a verdict of guilty, they have at the same time expressed their opinion that you are guilty of the most aggravated part of the charge. They have found by their verdict that Bissonauth Shaw, who was taken up by you, was beat by you when you were taking him from Captain Steel's house to the Town Guard. They have disbelieved the witnesses brought by you, and in disbelieving them must have come to the belief that they have committed perjury. By the Law administered in this Court it is the peculiar province of the Jury to try all cases,—to draw the conclusion which to them seems right,—and after hearing all the evidence in this case they have come to the conclusion that you have committed the offence wherewith you stand charged. I most expressly cautioned them not to come to that conclusion on any general statement, but on the facts of the case as they appeared on evidence. By that

evidence they are satisfied that Bissonauth Shaw was beat by you when under your charge. It has appeared on evidence by the testimony of an old and respectable Magistrate, that such practices have prevailed, that they have been brought to his notice in the course of Judicial enquiry, and that, by applications made to time he has come to the conclusion that such practices are prevalent. The jury are satisfied that such a practice has taken place in your case, and it is the bounden duty of the law to put a stop to it as far as that law can. What may be the opinion of your superiors when you are restored to liberty I know not. The prosecutor in this case did not chuse to abide by their decision. He was not bound to do so. He had a right to appeal to this Court and a Jury, and have his case tried before them, and in some respects I do not think that he adopted an unadvisable course, because, though I am sure the fullest justice would have been done him, it is the natural feeling of the human mind to have a favorable tendency towards those employed under us. I do not believe any such feeling to have existed in this case on the part of the Chief Magistrate, and I am sure he would have acted fairly in this or any other case brought before him, but all I wish to say is, that such an impression on the mind of the prosecutor was not unnatural in any one. It now only remains for me to pass the sentence of the law, which is that you Muckerally and Gunga Ram be confined in the Common Jail of Calcutta for 3 Calendar Months, and that each of you pay a fine of 100 Rupees to the king, and that you be further imprisoned till the same be paid.

### INSOLVENT DEBTORS' COURT, SATURDAY, JULY 27.

#### IN THE MATTER OF MAJOR MOSLEY.

The insolvent stated that his pay as Major in the army was 709 annas rupees per mensem, but of this amount Government deducted 300 Rs. according to an arrangement on his schedule.

*Sir Edward Ryan* said it would be necessary that some portion of the pay should be given up for the benefit of the creditors, but he would rather not decide the matter and would direct the assignee to communicate with Government on the subject.

*Mr. Waddington*, on behalf of the assignees of Palmer and Co., objected to the Government paying itself out of the Major's pay, and held that it was an unfair

preference, depriving the creditors of the portion of the pay usually set apart for their benefit.

It was stated that the claim due to Government was Rs. 1,31,000, and to the estate of Palmer and Co. Rs. 40,000. The commissioner made no order on the subject, and Major Mosley was discharged.

#### IN THE MATTER OF ROZAKH SINDANING.

*The Advocate General* stated that this person was no longer in custody. He had been arrested and detained under a writ from the Petty Court, and the term of his imprisonment had expired; he had frequently been before the Court within the

term, but his schedule had been objected to and he was remanded from time to time. His last examination was on the 5th instant, since which date he had been set at liberty. The learned counsel doubted if the Court had power in this instance to grant the insolvent's discharge, and represented the facility with which insolvents might obtain the benefit of the Insolvent Act if petitions were encouraged from prisoners under confinement by the Petty Court.

*Mr. Clarke* remarked that in the case of *Mr. W. Hare*, wherein he acted as counsel, and which was under similar circumstances to the one before the Court, *Sir John Franks* had declined to interfere.

*Mr. Prinsep* on the other hand, while he admitted that it was a case without a precedent in Calcutta, there having been no order passed in the only similar case which had occurred, strongly represented the inconvenience that would arise to creditors, if the Court declined to exercise a jurisdiction, since, in that case, the estate of the insolvent must be re-assigned to himself; and he conceived that the jurisdiction having been valid, when the insolvent's petition was filed, he being then in custody, according to the act, it must continue to be so notwithstanding the altered situation in which he now presented himself. *Mr. Prinsep* added, that he believed there had been a case of this kind decided at Madras.

*Sir Edward Ryan* would not at present interfere but would consult *Mr. Justice Franks* on the subject.

#### IN THE MATTER OF JAMES YOUNG AND OTHERS.

The monthly accounts of the assignees up to the 10th instant, were put in and filed, and an application was made for an order for the payment of some bills drawn by *Fletcher, Alexander and Co.*, on *Alexander and Co.* in favour of *Dr. Murray*, accepted by the insolvents in October last, and were some time overdue. The Court declined to make any order on the subject.

*Mr. Wright* applied for an order for the payment of *Sa. Rs. 12,000* for advances to *Indigo Factories* to purchase seed for the October sowings, and represented that in case of sale the purchaser would take this disbursement on themselves according to usage, and should the seed not be sown in October for the next year's crop, the value of the factories would be greatly depreciated. The Court granted an order.

#### IN THE MATTER OF JAMES CALDER AND OTHERS.

The hearing for the private schedules of the partners was fixed for the general day of hearing.

*Mr. Bird* presented a petition from the assignees setting forth:—that a remuneration of five per cent. on all dividends was too little, taking into consideration the small amount of the assets and the labour and trouble in the management of the affairs of the estate; and representing that they would feel satisfied with a remuneration of five per cent. on all receipts, the assignees paying for the establishment, and all charges except law charges.

*Mr. Turlton* said that *Messrs. Jenkins* and *Holroyd* would submit to whatever decision the court would come to, and they were perfectly willing to give up all their time for a remuneration of *Sa. Rs. 800* per mensem.

*Sir Edward Ryan* said he certainly would not countenance a commission on the gross proceeds, nor could the court give any opinion on the subject as there was no calculation to go by. He had expressed himself frequently in this court with reference to assignees having a fixed salary, and he believed the creditors to the other estates had not taken the best course. Here it was the creditors' own election; the assignees might resign if they thought proper, but the court would not alter the creditors' arrangement.

*Mr. Turlton* was authorized by *Mr. Jenkins* and *Mr. Holroyd* to say, that they would submit to the court's decision, being confident if it should ultimately prove that they were losers, the creditors would do what was just and proper.

*Sir Edward Ryan* said the court was not competent to decide the question; his own opinion was,—that three assignees were not required and that one would be sufficient. The best course would be for the creditors to select one assignee, but in the case of three assignees being continued, the court, if called on for a fixed salary, would certainly not order more than *Sa. Rs. 1,000* per mensem to be divided.

*Mr. Turlton* observed that the estate of *Colvin and Co.* was much smaller than the present one:—that this was nearly as large as that of *Alexander and Co.*, the assignees of which had each *Sa. Rs. 1,000* per mensem.

*Sir Edward Ryan* was aware of that, but if he had the making of that order now, it would not be so large.

After some consultation between *Mr. Cockerell* and *Mr. Holroyd*, it was stated that the absence of *Mr. Jenkins* from indisposition, opposed a difficulty in the way of an immediate arrangement, and the matter was therefore ordered to stand over till Saturday next.

#### IN THE MATTER OF FRITH AND GORDON.

An application on behalf of the assignees of *Mackintosh and Co.* was made for an

adjudication of insolvency. It was stated that the partners had absconded from the jurisdiction of the court, and that the debt due to Mackintosh and Co. was Sa. Rs. 50,000.—*John Bull.*

SATURDAY, AUGUST 3.

IN THE MATTER OF FREDERICK ROUSELEY.

*The Commissioner*, after examining the schedule of this Insolvent, observed that his case appeared to be a very important one, as it was a question of doubt whether an infant could have the benefit of the Insolvent Act. The question had been very much discussed at home, and the Master of the Rolls had decided that a minor could not be adjudged insolvent. In this case he would make no order, because as the Insolvent was not legally in custody he could not be legally discharged.

*Mr. Waddington* represented that the Insolvent was in custody.

*The Commissioner*.—But the question is, whether he is legally in custody. Under the circumstances I shall at present make no order in this case, and shall direct it to stand over until next court day, in the meantime the party had better take the advice of counsel on the subject.

IN THE MATTER OF CONNYLOLL BURBAUL AND ANOTHER.

*Mr. Turton* said in this matter he was retained by three parties, two of whom had very recently sent him their briefs, and he could not say whether the interests of the parties might not clash; under these circumstances he requested another case should be called until he could ascertain who he was acting for.

*The Court*, as the parties were not in custody, adjourned the business until the next court day.

IN THE MATTER OF JUGGERNAUTH SINGAR.

*Mr. Prinsep* applied for leave to amend the insolvent's schedule by inserting a claim of Gold and Seldou's. The Examiner had been ordered to make a report on the schedule, but as no report was yet made, the additional claim might be inserted.

*The Commissioner* would make no order to amend the schedule until he had seen the Examiner's report. It having been referred to the Examiner to ascertain its correctness, it would be rendering the order of no utility if the schedule could be altered pending the inquiry.

IN THE MATTER OF OBEYCHURN DUTT.

*Mr. Turton* said there was a claim of Sa. Rs. 60,000 on this estate, by Davy-

churn Dutt, which the assignees did not consider a fair one, and although no dividend had been paid to the claimant, proceedings had not been commenced which might have determined its validity. On a former occasion he had applied to the court to strike the claim out of the schedule, but this the court would not allow. As the dividend on the sum formed a considerable part of the assets of the estate, the creditors now applied to have the amount divided.

The next Court day was appointed for a further hearing and for making a dividend.

IN THE MATTER OF JAMES YOUNG AND OTHERS.

This was a motion for a rule absolute to shew cause why the assignees to this estate should not accept the offer of Messrs. Wise and Glass for their four and a half-anna share in the Indigo Factories, (the Eastern Dacca Indigo concern) of which the Assignees, Messrs. Wise and Glass, and Mr. John Wallace Alexander were the joint proprietors; or otherwise to shew cause why the interest of the assignees in the factories should not be exposed for public sale at the upset price contained in the said offer. The motion came before the Court in June last, when it was ordered to stand over, and Mr. Limond to be appointed to value the factories with the consent of parties, for the information of the Court. The matter came before the Court this day, Mr. Limond having valued the factories at Sa. Rs. 2,50,000, with an explanation that had he been instructed to pronounce the valuation with reference to what the concern was likely to fetch if forced off now, he should not be able to compute the same at so much as two lakhs; but as he did not understand that such a course was prescribed, and for the reasons he adduced, he had stated the value to be two and a half lakhs, believing that its sale for less would involve a greater sacrifice than the exigencies of its position demanded being submitted to, and that, in his estimation, a greater sacrifice than a just appreciation of its capabilities and prospects would sanction.

Prior to the failure of Alexander and Co. that firm mortgaged the whole of the works to the Loan Committee, and the Bank of Bengal also held a residuary mortgage. At the time of failure Messrs. Wise and Glass were indebted to Alexander and Co. nearly two lakhs of rupees. The former, to prevent litigation, and with the concurrence of the assignees, made a proposal to the Bank and Loan Committee for the payment of the debt due to the estate of Alexander



and Co.;—for the purchase of Mr. J. W. Alexander's two and a half anna share of the factories taking the valuation of the whole at Sa. Rs. 1,80,000, and for the immediate payment to the estate of Alexander and Co. for the four and a half anna share they hold in the property at the above valuation, together with the proportion of the outlay for the season. This offer, Messrs. Wise and Glass state, was made on a calculation of seven years' purchase, which is more by two and a half years than indigo property is generally disposable for, and 30 per cent in advance of the price the concern originally cost, taking into consideration the price of indigo then and now, and more than they could have offered had they not had in view the primary object of having their interests separated from the Insolvent Estate and having the advantage of being solely indebted to the Bank. The proposal had the concurrence of Mr. J. W. Alexander, and the Loan Committee and the Bank agreed to accept it. To this proposal the assignees objected, it not being, in their opinion, a fair and reasonable offer, looking at the value of the factories and the claim which the estate had on the coming crop. Under these circumstances application being made to the court, as before stated, and Mr. Limond having given in his valuation at Sa. Rs. 2,50,000, or Sa. Rs. 70,000, in advance of the offer of Messrs. Wise and Glass.

Mr. Clarke, on behalf of the assignees, said they did not consider Mr. Limond's appraisement the full value of the factories, and stated their willingness to purchase Wise and Glass's shares at that price and place the amount to the credit of their account.

Mr. Turton replied that the assignees could not purchase unless they made a cash payment, the factory being mortgaged to the Loan Committee in the first instance, and to the Bank of Bengal; and as the mortgagors would not relinquish any part of their mortgage, the assignees had stopped themselves from obtaining credit, therefore the offer was useless as they had not the means to pay so large an amount as Sa. Rs. 2,50,000. The learned counsel then argued at great length on the impolicy of a refusal, founded on Mr. Limond's appraisement, of Wise and Glass's offer, as the valuation had been fixed upon expectation of the future of extremely doubtful realization, and without any reference to the impossibility to carry on *deeg* cultivation of the factories, and their consequent depreciation in value; and, above all, as Mr. Limond had admitted that if forced into the market now (as they might be by the

mortgagees, this being an equitable mortgage) the value might be under two lakhs;—that Mr. Limond's valuation being Sa. Rs. 2,50,000, or Sa. Rs. 70,000 above the offer of Wise and Glass, the real difference would be only Sa. Rs. 30,000 in the seven anna shares the Assignees were interested in, viz the four and a half anna share belonging to the estate, and Mr. J. W. Alexander's two and a half anna share. On the contrary, by accepting the proposal of Wise and Glass, made with the sanction of the Loan Committee and the Bank, the assignees would obtain credit for the amount of Wise and Glass's debt, and Mr. J. W. Alexander's shares, and the shares belonging to the estate, and be relieved from the mortgage, so that in fact the estate would be receiving at the rate of three lakhs of rupees instead of two and a half lakhs.

Mr. Clarke, on the part of the assignees, consented to this arrangement.

The *Advocate General* observed that he had no authority from the Bank or Loan Committee to enter into the arrangement now proposed.

The Court would leave the parties to make their own arrangement with the Bank and Loan Committee. *Order discharged. The costs of application to be paid by each party, and the costs of the valuation to be paid jointly.*

#### IN THE MATTER OF MAJOR MOSELEY.

The Assignee to this estate said he had communicated with government regarding the stoppage of Major Moseley's pay, amounting to Sa. Rs. 300 per mensem in satisfaction of their claims against him, but the government had refused to relinquish the amount.

Mr. Waddington, on behalf of the Assignees of Palmer and Co., applied for an order for the appropriation of a further part of the Major's pay to the liquidation of the debts on the schedule.

The Court at first seemed disposed to order one hundred rupees per mensem to be appropriated for this purpose, but ultimately decided to make no order at present, it being stated by Major Moseley that the amount he now received was only Sa. Rs. 400 per mensem, and he had a large family here and two children in England to provide for. Under these circumstances the Court declined to make any order, but it was understood that the matter would again come before it in the event of the Major obtaining a Regiment or a Staff Appointment.

#### IN THE MATTER OF ROUSAKH BINDABUN.

The *Advocate General* requested the decision of the Court on the matter of this insolvent. The case was adjourned

from the last Court day and was one wherein the Insolvent had petitioned the Insolvent Court pending his confinement by the Commissioners of the Petty Court. Sir Edward Ryan intimated that he would not make any order in the case until it came regularly before him. Thus leaving the question undecided whether the liberation of the Insolvent after he had petitioned the Court, deprived him of the benefit of the Act.

IN THE MATTERS OF JAMES CALDER AND OTHERS.

Mr. Bird presented a petition from Mr. Cockerell praying to be relieved from the duties of assignee to this estate.

Mr. Turton said, that he was instructed to say, in contradiction to a rumour that a dissension existed amongst the assignees, that the utmost unanimity prevailed; and that as they considered the remuneration proposed by the creditors insufficient for three assignees, Mr. Jenkins had offered to resign, and was only prevented from doing so by the other assignees urging him to continue in the trust. Mr. Cockerell's situation, however, was dissimilar from that of Mr. Jenkins; and it was now his desire to resign as the other assignees would receive a larger remuneration in consequence of his retirement.

The Court accepted the resignation of Mr. Cockerell, and directed an order to be made for the remuneration of the assignees agreeably to the resolution of the creditors, viz. five per cent. on the dividend.—*John Bull.*

SATURDAY, AUGUST 3, 1833.

IN THE MATTER OF ALEXANDER AND CO.

Mr. Strettell brought to the attention of Sir Edward Ryan, that on a former day he had presented a petition at the instance of Mr. Nathaniel Alexander, the object of which was to obtain the opinion of the Court as to a proposition therein contained, that the Assignees might be at liberty to discharge the claims of Creditors by an assignment of debts due to the estate. That Sir Edward Ryan on that occasion had stated that no power at that time existed by which the Court could direct such an arrangement, but that he would take with him the petition and give its contents consideration.

Mr. Strettell stated, that he was aware that the Court were still without the power of passing any direction as to the prayer of the petition, but that it would be a matter of great importance to the estate that treaties should be in progress as to such transfers which might be in a state to be perfected immediately after the day of bearing at which time he believed the

Court would be empowered to give their sanction to such arrangements as those contemplated by the petition. That many creditors were now willing to accept on terms an assignment of debts but were unwilling to treat finally unless some encouragement was given by the Court as to the probability of such arrangement being sanctioned, and he therefore only now asked the Court whether the proposition contained in the petition was likely to meet with the approbation of the Court.

Sir Edward Ryan stated, that until after the day of hearing the Court had no power to give effect to such assignments, but he thought the Court would receive favourably settlements with the estate upon the terms contained in the proposition set forth in the petition; he thought that it would be for the benefit of the estate under judicious arrangement, and he would be glad if such treaties were set on foot and were sufficiently in a state of forwardness to be presented to the Court immediately after the day of hearing. He understood that the petition had the approbation of Mr. Fullerton who represented creditors to a very large amount, and that this would weigh much with the Court in its determination.

The following is a copy of the petition presented by Mr. Strettell.

*In the Court for the Relief of Insolvent Debtors at Calcutta:*

TO THE HON'BLE SIR EDWARD RYAN, Kt. COMMISSIONER.

The Humble Petition of Nathaniel Alexander.

SHeweth, —That your Petitioner was a Partner in the late firm of Alexander and Co.

That the Estate of the late firm of Alexander and Co. has been placed by your Hon'ble Court under the management of Assignees.

That your Hon'ble Court stated to the said assignees, "That the Law directs that an Insolvent Estate should be wound up, and that the proceeds whatever they may be should be divided among the creditors with the least possible delay."

That your Petitioner is fully sensible of advantage of early dividends to the creditors and believes that the Assignees are equally impressed with its importance, but your Petitioner presumes humbly to submit to your Hon'ble Court, that in the present state of commercial affairs in Bengal, it is impossible to realize money from the Assets of a House of Agency.

Your Petitioner begs leave to state that the Assets of the several Houses of Agency are substantially the same, they consist generally of Indigo and other Factories, Landed Property, Houses, Ships, and debts due by individuals in the Civil, Military

and Medical Services of the Hon'ble Company, as well as individuals out of the Hon'ble Company's Service, who are engaged in carrying on various branches of the commerce of this country with advances obtained from the Agency Houses.

Farther, the House of Agency may be said to have engrossed much of the internal commerce of the country, the sale and purchase of property, and very frequently the payment of individual's debts, was a transfer from one house to another.

In such a system where the Houses of Agency were so intimately connected with every grade of Indian Society and sustained their business by credit, borrowing from one part of the community and lending to another; the suspension of the operations of several of them, not only deteriorates the value of their Assets, by drying up the sources of credit, usually resorted to by the Debtors of the several Houses when pressed for payment, but also by depriving moneyed men of the means formerly available, for the purchase of real Property when eligible offer of permanent Investment occurred, has a general paralyzing effect both on the sale of Property and the realization of Debt.

Your Petitioner further begs leave to submit that it is impossible to consider the baneful effect of the stoppage of these great Establishments on the entire community, whether viewed as Creditors or Debtors of the Houses of Agency, without being led to the conclusion, that the present state of things must for a length of time, preclude the expectations of large realizations in money.

When all are selling and none purchasing it is hopeless to expect cash realizations for sales of Property.

There is also a peculiarity with regard to the nature of the vast majority of Debts owed to the late firm which must render the winding up of our Estate by money realizations and payment of Dividends the work of years. The Assignees can only hope to realize the mass of debt due to the Estate by small monthly instalment from each individual, a mode of realization which while it precludes the expectation of quick results, hinders numbers of accounts from diminishing, and subjects the Estate to the charge of an Establishment of considerable magnitude (which must be continued while so many accounts and transaction exist) a heavy daily expence in correspondence, law charges, &c. which must be incurred to insure these gradual realizations, while the unavoidable charges greatly diminish the amount of such realizations.

Your Petitioner being deeply convinced of the impossibility of large money realizations, in the present state of things, from the Estate, presumes to recommend to the notice of your Hon'ble Court another mode of settling with the Creditors, which he believes would be immediately and extensively acted on, and which would reduce the magnitude of the Estate and the expences incident to its winding up in a quick and decided manner.

Your Petitioner proposes that instead of waiting for realizations of cash sufficient to declare a dividend with your Hon'ble Court should authorize the Assignees to discharge the claim of any Creditor who is willing to take an Assignment of Debt to the late firm in payment of his claim.

Your Petitioner has made enquiries among the Creditors of the Estate and finds many very willing and anxious to settle their claims in this way—some Creditors, who live by the monthly receipt of the interest of their money, are in actual want and would prefer the certainty of a monthly payment however remote to the recovery of the principal of their claim might be. Others prefer separating their claim from the estate and taking the chance of recovery from an individual rather than waiting for their share of the aggregate receipts; in all cases of such a settlement two accounts must be reduced but generally it would range between two and twenty, according to the magnitude of the Creditors claim making the settlement.

It is manifest that this mode of settlement would diminish the number of accounts, and by placing the Creditors and Debtors of the Estate in direct communication relieve it gradually from a heavy charge for Establishment from Postage, Law charges, &c. &c.

Your Petitioner divides the Assets of the Estate into two parts.

1st. Debts which may be said to have present positive value, whose principal is not immediately available, but from whence regular monthly instalments may be expected.

2nd. Property and Debts dependant on property, which from the depression of Trade and Stagnation of Commercial Credit, are a present unavailable for recoveries, although forming in ordinary times, the best description of a House of Agency's Assets.

Your Petitioner divides the Creditors into two bodies.

1st. Those whose claims on the late firm form the bulk of their fortunes, and who depended principally on the interest of their money for subsistence.

This body of Creditors is anxious for the earliest possible settlement of their claims, they desire their claims to be realized that they may enjoy the interest for their support, but finding that the present unparalleled distress in the commercial world which (as I have said before) banfully influences the monetary prospects of every class of Society, renders it wholly impossible for the Assignees to make any considerable realizations of money, they would gladly receive Assignments of Debt due to the late firm in payment of their claims.

For the payment of this class of creditors, I propose the 1st description of debt, The balance of debt due to the estate being 1½ crore of rupees above the balance of claims due by the Estate. each creditor willing to settle his claim by receiving an assignment of debts would be at once paid in 16 annas in the rupee.

2ndly. The other class of creditors are those who possess property independent of their claims on the Estate and who have other means of subsistence.

This body of Creditors is more indifferent to early realizations, if the final outturn of the Estate is materially injured by forced sales and compromises in the present depressed state of things: they are willing to allow their money to continue in the Estate for the purpose of carrying on the Indigo and other concerns and preserving the valuable property of the late firm, until times improve and with the improvement of commerce the price at which the property may be sold at. For the payment of this class of Creditors I propose the 2d description of assets.

In considering this proposition of assigning the debts due to the Estate, as payment to Creditors in discharge of their claims your Petitioner thinks it necessary to state distinctly his conviction of the impossibility of realizing large sums of money, in such times, while on the other hand, the difficulties render the charges on the Estate for Establishment, &c. infinitely heavier. It will be only necessary to adduce one fact in support of this: from the 10th January to the 10th May 1833, the number of letters sent out from the office of the Assignees is 3566, and the net amount of money collected during that period is about 3 lac of rupees, of which Sa. Rs 91,000 is for the sale of real property and Indigo, &c.

People who look to the effect instead of the cause, may blame the Assignees for this state of things and argue that for so trifling a result the charge of Establishment is enormous, but the truth is: - it is the very difficulty of realizing Assets which forces on the Assignees the necessity of

keeping up a large Establishment, and they must continue to do so for the preservation of the Assets of the Estate unless a mode is devised of receiving payment of debts and discharging claims due by the Estate without the intervention of money.

When Palmer and Co. failed, the other 5 Agency Houses enjoyed the confidence of the public; and assisted very many debtors of that firm with money to compromise and discharge these obligations; every subsequent failure has diminished the means which debtors formerly possessed of obtaining support from some other house to discharge his obligation to his former Creditor: Now it may be said, that the debtor is excluded totally from receiving such relief; and however good his debt may be considered as an Asset of a Solvent Firm, it must be considered as comparatively worthless when required to afford the means for early dividends to an Insolvent Estate.

In the present state of Commercial affairs in Calcutta, no human exertion can effect directly what the Law points out. There is no possibility of realizing from the Property and debts which form the Assets of a House of Agency, a large amount in money; nor does this impossibility arise from the nature of the Assets but from the hardness of the times. Men who are debtors to the Estate in the Government Services, can now only offer monthly instalments, they can no longer raise a sum of money to offer as an immediate payment in compromise of their debts. This system of gradual payment is a concern of the immense magnitude of Alexander and Co. consisting of about 4000 accounts, (many of which would singly be considered to form an extensive business in England) necessarily involves an enormous mass of detail, which requires a large and expensive Establishment to complete. Your Petitioner can suggest no plan by which the monthly expenses may be materially reduced, but that of dividing among the Creditors the expense of realizing the debts. He is satisfied that were the Court to permit the Assignees to discharge the claims of Creditors by assignment of debts due to the Estate: it would be at once acted on to a very great amount; it would relieve those distressed by the stoppage of monthly payments, and it would be the means of soon reducing the extent of the Estate and consequently the monthly charge for its management.

The only difficulty which may at first appear is the unequal distribution of Assets which may arise; your Petitioner apprehends however this is a chance similar to compromising with a debtor to

the Estate; the bargain is considered fair and equitable at the time and the parties are satisfied to run the chance of its being a good or bad one.

Should however the Assignees dislike the responsibility of concluding such transfers your Hon'ble Court might authorize their calling in three Creditors to confirm each arrangement.

In conclusion your petitioner begs again to state his conviction, that such an ar-

rangement of transfer, is in present times the best for the Estate and the Creditors, and that it would be immediately acted upon by many to the great relief of their present distress.

Your Petitioner further prays that your Hon'ble Court will take into consideration this his humble petition and pass such order on it as may seem proper.

And your Petitioner will ever pray.—  
*Bengal Hurkuru.*

## MEETING OF THE CREDITORS OF BARETTO AND CO.

A meeting of the creditors of the trust of Baretto and Son took place at the Exchange, on Friday the 17th ultimo, but owing to the advertisement not mentioning the hour the business would commence, the meeting was only attended by Capt. Younghusband, Mr. Laruletta, Mr. Bruce, Mr. Scallon and two other gentlemen.

From the conversation which took place we gathered that the meeting had been called by Capt. Younghusband in order to inform the creditors of the correspondence which had taken place between Mr. Melville the trustee, and himself, with reference to the investment in Government securities of realized assets and unclaimed dividends, to amount of upwards of two lakhs now held by Ferguson and Co., in the name of the trustee of the estate of Baretto and Co., and not considered by that firm as a balance requiring any given notice prior to its withdrawal. Capt. Younghusband stated that he had given Mr. Melville notice six weeks previously of his intention to call this meeting, and also that he had forwarded to him a copy of the notice intimating his intention to propose to the creditors to take the trust out of Mr. Melville's hands, and place the estate under the management of the Insolvent Court. At present he (Capt. Younghusband) could not do so, but in November next he would have full powers, when, if the creditors did not in the mean time take some measures for the protection of their own interests, he would, without further notice, apply to the Insolvent Court, and place the estate under its direction. Mr. Laruletta censured Capt. Younghusband's proceedings, and observed it was evident from the wording of the advertisement that he had acted under irritated feelings, and that he

ought not to have called this meeting at a period when Mr. Melville was at Dacca. Capt. Younghusband replied that Mr. Melville had notice of the meeting, and the gentleman acting for him here ought to have attended the meeting. He denied accusing Mr. Melville of malversation, but he did assert that there had been gross mismanagement of the trust, an instance of which he informed the meeting was the present ruinous state of the Docks at Howrah, which had cost the late firm an immense sum of money and which had been let to Messrs. Cruttenden and Co. for Sa. Rs. 2,400 per mensem, but Mr. Melville had recently reduced the rent to Sa. Rs. 1,400 on his own responsibility, and of this amount only Sa. Rs. 8,000 had been collected although there was two years' rent due. Mr. Laruletta observed that Messrs. Cruttenden and Co. had now due to them Sa. Rs. 50,000, their share of the six anna dividend paid to the other creditors, therefore it was not likely they would pay the amount of the rent. Capt. Younghusband said that Messrs. Cruttenden and Co.'s having paid Sa. Rs. 8,000 was a clear waiver of their right to delay the payment of the remainder. The estate, he said, if properly managed would have paid sixteen annas, but there had been so much apathy evinced, both by the trustee and the creditors, that he was fearful the major part of the assets would be spent in legal proceedings.

After much conversation it was ultimately decided that Mr. Bruce and Mr. Laruletta should consult with Mr. Melville on the propriety of the landed property being immediately brought to the hammer, allowing the creditors to purchase and the amount to be a set off to their claims on the dividends.—*John Bull.*

## INDIGO MART,—August 1, 1833.

## NO. 5.—REPORT UPON THE CROP OF 1833.

Our last report of the 15th July, gave reason to expect a good average season from the best provinces of Bengal, namely, Jessore and Nuddeah, and subsequent accounts fully confirm this hope. The weather throughout July has been favorable in these parts, and the rivers continue to hold back, so that even the general backwardness of the plant will not materially affect the supply from thence, which, unless the rains in this month are very heavy, indeed will be very nearly as much as these provinces yielded last year. In Rungpore, rain has been incessant, and the produce is expected to be miserable. Dacca and Mymensing are also unfortunate. Rajshyee will not yield an average crop. Moorshedabad has improved, but will not equal last year's supply. Malda, Colgong, and Bhagulpore, have also improved, and will yield fair produce if the river continues to rise thus moderately. Purneah has not so good a hope.

Accounts from Tirhoot during the past month have been more desponding; their plant, which was also very backward, has wanted rain, and the supply from this province will be rather under average. To the westward of Tirhoot the draught has been extreme, and prospects are most miserable. A letter from Allyghur, of

the 12th July, states, that hot winds were still raging, and that even the irrigation of their lands had been stopped, and a total failure of crops expected. Contracts for Indigo Seed, which had risen 1 Rupee per maund, were then suspended altogether.

We now proceed to give in detail the result of our enquiries, as applied to each district, and let for the extreme backwardness of the plant generally, should have been able by this date, to have given assurance of the correctness of our estimate with more confidence than we can at present, although we believe, we shall not be found very wrong in the aggregate:—

	1833.
West of Tirhoot,.....	2,000
Tirhoot and Chuprah,.....	15,000
Dinapore and Buxar,.....	1,500
Purneah,.....	3,500
Monghyr and Bhagulpore,....	1,800
Malda and Rajshyee,.....	5,500
Rungpore and Mymensing,.....	1,200
Dacca,.....	3,500
Jessore,.....	23,000
Moorshedabad,.....	7,500
Nuddeah,.....	19,000
Burdwan and below,.....	6,500

Maunds,..... 90,000

PRESGRAVE AND CO.



## MEETING OF THE CREDITORS OF BONAFFE AND CO.

A Meeting of the Creditors of the late firm of Messrs. F. Bonaffé and Co pursuant to advertisement took place yesterday, when Mr. Bonaffé submitted to the Meeting the Deed of Trust which was executed by his firm at the time of the Insolvency in 1831, and the accounts of the Trustee showing available assets in his hands for distribution among the Creditors of Sa. Rs. 14,674, exclusive of unrealised assets amounting to Sa. Rs. 35,000. Mr. Bonaffé also submitted to the Meeting a statement of his affairs since the year 1828, shewing losses to the amount of Sa. Rs. 419,600 chiefly arising in his Mercantile speculations in Indigo and other goods shipped to Europe during the years 1828, 29 and 30.

Mr. Bonaffé produced a statement of the different causes and events which contributed to the failure of his house the chief and the most evident one arises from the change in Commercial affairs owing to the Revolution of July 1830 which occasioned a difference of nearly 4 Lacs of Rupees on the sale of his Indigo.

The following Resolutions were then adopted by the Meeting :

1st.—The Meeting recommend to the Creditors generally to sign the Deed prepared in 1831, and as an inducement suggest to the Trustee to advertise in terms of the Deed, a dividend from the funds of say half an anna in the Rupee to such parties as shall sign the said Deed, and on their proving their respective claims.

2d.—Also that Mr. Bonaffé be requested to give his assistance to the Trustee for the next few months in realising the Assets of the Estate and to obtain sign-tures to the Deed.

3d.—And that the Trustee be authorized to make Mr. Bonaffé a monthly allowance of Sa. Rs. 150 from the funds of the Trust for his Services.

Mr. Bonaffé declined to accept of any remuneration for his services which he proffered to his Creditors in every way most conducive to their interests.—*John Bull.*

## STEAM NAVIGATION.

*Copies of the Letter of the Committee of the New Bengal Steam Fund, to the address of the Right Honorable the Governor General in Council, under date 23d August, 1833—of Mr. Secretary McNaghten's reply, under date 5th Instant; and of the Calcutta Committee's Letter of the 6th, to the Bombay Committee.*

TO THE RIGHT HONORABLE LORD WILLIAM CAVENTISH BENTINCK, G. C. B. Governor General in Council.

MY LORD,—Since the date of our Chairman's letter to the address of Mr. Officiating Secretary Bushby, of the 24th June last, we have been engaged in considering the means by which the object for which we have been associated might be best obtained.

2.—A scheme, founded chiefly on economical views for combining the joint operations of a sailing vessel and steamer having been submitted to us, we deemed it our duty to give it every possible consideration. The result was a resolution

entirely coinciding with the principle of the plan laid down at Bombay, of keeping up the whole communication by means of steam; and certain gentlemen,

Capt. Forbes, named in the margin,  
Mr. Kyd, were requested to associate themselves with  
Mr. Greenlaw, Captain Johnston, with a view to prepare such plans as they might consider most eligible for providing a suitable vessel for the above purpose.

3.—The report of this Committee is in course of preparation by Captain Forbes; but the multifarious and important duties of that officer prevent its being brought forward at present.

4.—As we anticipate that our funds may not enable us to adopt for the present that plan which may be reported as on the whole the best; and as the object seems to us to be re-open the communication as speedily

*Bombay to Suez under Steam.*

1st voyage, 21—16

3d ditto,... 21—16

4th ditto,... 23—7

*Suez to Bombay under Steam.*

1st voyage, 19—14

3d ditto,... 20—19

4th ditto,... 22—13



as possible, we have been induced, whilst such report is in preparation, to consider what means we can now resort to for that purpose. The *Hugh Lindsay* here naturally presents herself to our notice; she has already made four voyages; three between Suez and Bombay in the periods, excluding the stoppages, noted in the margin, besides one between Corser and Bombay.

6.—With this fact before us we consider that the object of our appointment may be eventually best obtained by the employment of the *Hugh Lindsay*, if Government would sanction such an arrangement. It is understood by a report received from Captain Wilson, her late Commander, that she is now undergoing some modifications, from which a reduction in draft and an increase in speed to a certain extent are looked for.

8.—What we would therefore now solicit at the hands of your Lordship in Council is the loan of the *Hugh Lindsay*, with the grant of such coal as may now be in dépôt on her account either at Bombay or elsewhere; together with such further assistance and countenance as Government can, in a great variety of ways, afford to such a project, in case it should, [after consideration of the report] as we fully anticipate, be adopted by our constituents and be approved by the promoters of the steam communication at Bombay and Madras.

7.—Having the *Hugh Lindsay*, we calculate that exclusive of the aid in coals above solicited the annual expenditure of her making four voyages in the year would not exceed six or seven lakhs; without any consideration of returns from letters or passengers; nearly that amount has been already subscribed at the three Presidencies, and the subscriptions are daily increasing, so that the funds for one year may be considered to be already available. If indeed the subscriptions should reach, as we hope they may, at least two lakhs—and if to this sum Government will allow the proceeds of the lottery for one year to be applied in aid, the means combined with the returns arising from the conveyance of letters and passengers would be forthcoming for carrying on the communication for two years at the least.

8.—It is to be understood however that the subscriptions at Bombay have been entered into under the united principles of contribution and proprietorship; and that it will be necessary to obtain the concurrence of the Bombay and Madras Committees to the above plan, prior to its adoption. Of this concurrence, if supported by your Lordship in Council in the manner we have ventured to solicit,

we can entertain no doubt; and, having that concurrence, we should leave the execution of the plan to the Bombay Committee, contenting ourselves with urging on them the expediency of immediate or at least as early as possible steps being taken to guard against the delay formerly experienced in loading coals on the steamer, and of arrangements being adopted for communicating, if possible prior to the despatch of the Steamer with Malta, in the hope of procuring the attendance of a Government Steamer at Alexandria, and failing that, a sailing vessel to carry the first despatches to Malta, for conveyance thence to England; at all events dispatching an authorized individual on the first trip to Malta, and eventually if necessary to England, with the united supplication of all India to His Majesty's Government at Home for the extension of the Malta Steamers, under arrangements by which they should arrive at that place by a certain day to admit of the despatches from England reaching Suez on the day calculated for the arrival at that place of the Steamer from Bombay; and we cannot doubt that this latter application would receive the powerful recommendation of your Lordship in Council, which we conceive would ensure success.

9.—The above is the general outline of the plan we think we may eventually be induced to recommend to our constituents, leaving the details in such case entirely to be managed by the Bombay Committee with this reservation, viz. that the principle should be for the Indian Steamer to be delayed as short a time as possible at Suez for the packets from England; the object of this reservation is one of great importance to all places at a distance from Bombay and particularly to Calcutta; in as much as unless this is arranged, there would not be time for replies to letters from London to stations distant from Bombay to reach this latter place in time for the dispatch of the next Steamer; these are however points which we should, of course, arrange with the Bombay Committee.

10.—We are now inclined to think that by these means we should in the speediest and most efficient manner at present practicable, re-open the communication, and that we should be able to maintain it for at least two years, and thus be enabled to make a fair experiment as to how far the cost of the Steam communication will be covered by its receipts. If the calculation of those who are sanguine should be fulfilled, a very short time will be required to put us in possession of the necessary funds to procure a vessel of our own; and should we

be deceived in our expectations of large pecuniary profit, we yet feel assured that the advantage of the more speedy and more certain intercourse between the two countries would become so apparent as eventually to lead to its permanent maintenance by the public authorities.

11.—Your Lordship in Council will observe that we have not specified any certain term for which we should require the loan of the *Hugh Lindsay*; this will depend upon circumstances, and we rest with confidence on the liberal consideration of Government.

12.—We are led [as we have explained] to resort to the plan of opening the communication by means of a borrowed steamer, because we see no immediate prospect of raising by private contributions (even with the grant of such assistance from Government as we could hope to obtain) a sufficient sum to build a Steam Vessel, and to carry on the communication for one year. But even if these means were at our command we should still prefer the plan now submitted; both because it admits of more speedy adoption, and because it furnishes the surest means of exploring the resources which the communication is calculated to call forth.

13.—We reckon that it would cost at least as much to provide a vessel of our own as to make six voyages between Bombay and Suez; but we think that until that number or nearly that number of voyages has been performed the maximum of the receipts from postages and passengers will not be ascertained.

14.—We feel assured that the Government Steamer will not be withdrawn in the mean time, if our receipts shall prove such as to justify the hope that we shall be able within a reasonable period to accumulate sufficient funds for the construction of a new vessel. Should the receipts prove sufficient to carry on the voyages, though not sufficient to afford a surplus for the construction of a new vessel, we cannot entertain a doubt that the communication will be continued by Government; and on the other hand should the receipts fall short of the required current expenditure, it is quite evident that the communication must be discontinued unless [as we confidently anticipate would be the case] the authorities both here and in England should be convinced that the importance of the benefit derived from the establishment of this communication is infinitely too great to be weighed against pecuniary considerations alone.

15.—In any event we think it would be imprudent to expend our subscriptions in building a vessel, and to rely on uncer-

tain sources for the means of setting her a going at the outset of the undertaking. The receipts would then be most precarious when most required. The experiment would be stifled in its birth. By our plan we shall either obtain the means of carrying on the communication, or prove that they are not to be obtained by the promised contributions of the society.

16.—As we rely confidently on the liberality of Government, and as it is quite evident how entirely the success of our efforts depend upon aid from Government, we would further request that your Lordship in Council will do us the favor to inform us what degree of assistance we may indulge the hope of obtaining, in the event of its being found impracticable to grant us the loan of the *Hugh Lindsay* as above solicited.

We have the honor to be, my Lord,  
Your Lordship's most obedient humble

	Servants,
(Sd.)	W. H. MACNAGHTEN,
"	W. N. FORBES.
"	JAMES STEEL.
"	JAMES KYD.
"	JAMES PRINSEP.
"	D. MCFARLAN.
"	R. H. COCKFELL.
"	JOSEPH WILLIS.
"	R. S. THOMSON.
"	B. HARDING.
"	Dwarkanauth Tagore.
"	C. B. GREENLAW.
"	Mothoornath Mullick.

Calcutta, August 23, 1883.

#### TO THE BENGAL NEW STEAM FUND COMMITTEE.

GENTLEMEN.—I am desired by the Right Honourable the Governor General in Council to acknowledge the receipt of your letter dated the 23d ultimo, on the subject of re-opening the communication by Steam between Great Britain and India.

2.—His Lordship in Council would be glad to be furnished with a copy of the report which is stated to be in the course of preparation by the gentlemen named in the margin, showing the plan which they consider most eligible for providing a suitable vessel to communicate between Bombay and Suez; there being no doubt from the well known qualifications of those gentlemen that their report will prove a very valuable document.

3.—Your letter now acknowledged is altogether independent of that report, as you anticipate that your funds will not enable you to adopt, for the present, that plan which may be reported on the whole as the best.

4.—The Governor General in Council is fully impressed with the importance of the object for the attainment of which the Committee has been formed; but the enquiries in which you have been engaged must have satisfied you that a great, if not an insuperable, obstacle exists on the score of expense to a successful prosecution of the undertaking.

5.—The first question is that of the expense attending the navigation between Bombay and Suez. You have candidly avowed that you have no expectation of realizing a larger sum by subscription than two lakhs of rupees, and it is obvious that the prime cost of a Steam Vessel, built on the most economical principles, would more than absorb this amount of Funds. You therefore apply to Government to afford you the loan of the *Hugh Lindsay* "with the grant of such coal as may now be in deposit on her account either at Bombay or elsewhere, together with such further assistance and countenance as Government can in a great variety of ways afford to such a project."

6.—If this request were acceded to, and if Government would allow the proceeds of the Lottery for one year to be applied in aid of the subscriptions, you express a hope that "the means then combined with the returns arising from the conveyance of Letters and Passengers would be forthcoming for carrying on the communication for two years at the least" making in each year, as stated in another part of the letter, four voyages.

7.—But this plan you hope to meet the wishes and expectations of your constituents, because it admits of speedy adoption, and is calculated to give the experiment a fair trial—your design is to ascertain the maximum of the receipts which may be obtained from postage and passengers, and you do not apprehend that this can be ascertained at the commencement of the communication.

8.—You are of opinion that one of three results will be established by this experiment; either the receipts will be so large as to afford a surplus for the construction of a new vessel; or they will prove sufficient and no more to carry on the communication; or they will fall short of the required current expenditure. In the first case, you hope that the loan of the *Hugh Lindsay* will be continued until a new vessel shall have been constructed for the benefit of the subscribers; in the second case, that the communication will be continued by Government; and that even in the third case "the authorities both here and in England may be convinced that the importance of the benefit derived from the

establishment of this communication is infinitely too great to be weighed against pecuniary considerations alone."

9.—It is unnecessary to enter into any detailed remarks on the subject of these expectations. They partly involve considerations which do not admit of being finally discussed by the Government in India. This much however may be promised, that whatever assistance may be afforded by this Government must be held subject to the confirmation of the Court of Directors; and that in all undertakings of this nature, where the convenience of the community forms the chief object in view, it is essentially requisite that the community should mainly contribute to its success. As far as concerns the interests of the state, Government alone is competent to judge whether the benefit to be hoped for is commensurate, or otherwise, with the expense to be incurred.

10.—I am at the same time desirous to acquaint you that the exertions already made by individuals in furtherance of the important design of keeping up the communication by Steam between Great Britain and India are in the opinion of His Lordship in Council highly creditable to the public spirit of the community; and approving, as he does, of the general principles on which your Committee proposes to act, he is desirous of giving every reasonable encouragement to the projected undertaking.

11.—His Lordship in Council has therefore resolved to recommend to the Bombay Government that the *Hugh Lindsay* may be permitted to make four voyages annually from Bombay to Suez, free of all charge to the community, except that of providing the coals; and he will further urgently suggest that the first voyage may be performed entirely at the cost of Government, thus affording to the Committee greater leisure to make all the requisite preliminary arrangements before the Funds of the community are drawn upon.

12.—Should these recommendations be acted upon, the number of voyages which may be made by means of the Funds of the Society will of course far exceed what you have calculated; and the question as to the resources which the communication is calculated to call forth will be set at rest in the most satisfactory manner.

13.—It will not be necessary for the present to consider your request as to the proceeds of the Government Lottery.

14.—His Lordship in Council is not exactly aware of the ground on which you rest your hopes of obtaining the sanction of His Majesty's Government to the

extension of the Malta Steamers, to Alexandria. At the same time he is satisfied that a disposition must be felt by the authorities at Home to facilitate the intercourse by Steam between Great Britain and India by all the means in their power consistent with a due regard to economy. That you should make an early application for such aid seems perfectly unobjectionable; and I am further directed to acquaint you that your application will be backed by the recommendation of this Government.

15. After all, I am directed to repeat the question as to whether the Navigation by Steam between the two countries shall be continued, or abandoned, must mainly depend on the Society of India. If they consider the increased celerity of the communication with Great Britain to be an object of paramount importance, the payment of such postage on letters to be conveyed by steam as it may be deemed fair to impose with reference to the expenditure to be incurred, will not be grudged. His Lordship in Council will have no objection to permit this part of the experiment to be conducted under the superintendence of the Post Masters General at the three Presidencies, who might be directed to make out a table of rates per Steam Postage, to carry all receipts to the credit of the Steam Fund (after the first voyage which will be performed exclusively at the cost of Government) and to give the earliest and most public notification of the period of the intended departure of the vessel from Bombay.

16.—Should the Bombay Government consent to grant the use of the *Hugh Lindsay* on the terms proposed, all idea of a Joint Stock Company, such as that contemplated at Bombay, must of course for the present be abandoned. His Lordship in Council, indeed, does not comprehend the principle on which a Company being under no obligation to carry on the scheme in case of loss could be efficient for its purpose; but in the event of the mode of communication now proposed to be established being found to be profitable, or to hold out a reasonable prospect of profit, Government will be happy to withdraw from all interference; and in that case, if it should be deemed expedient the Bombay Scheme may be revived, all those who have contributed or may contribute a certain sum to the Joint Stock being considered as Proprietors or any other that may be thought suitable can be adopted.

17.—You should further distinctly understand, in the event of the indulgence of the loan of the *Hugh Lindsay* being conceded, that all questions regarding the

time of leaving port and other matters of detail must be left to the discretion of Government, and the coal must be supplied in such quantities and at such prices as may be indicated.

18.—Should these propositions be acceded to on both sides, it will become a chief part of the duty of the Bombay Committee (with whom His Lordship in Council understands it to be your intention to leave the conduct of all details) to provide the requisite quantity of the best coal in the cheapest manner; and I am directed to suggest to you the expediency, in that case, of inviting tenders for the supply of such, as being more likely than any other mode to conduce to economy.

19.—Having thus replied to the subjects noticed in your letter above acknowledged, I am now directed to acquaint you that His Lordship in Council is well disposed to recommend to the authorities at Home some plan which shall be less subject to the risk of failure, than that on which your Committee proposes to proceed, if any such can be devised combining celerity with economy.

20.—The receipts derivable from Postage and Passengers is the Fund from which it is hoped that the communication by Steam may be permanently kept up; and though His Lordship in Council has little doubt that the profit from this source will ultimately prove very considerable and more than sufficient to meet the expenditure, yet he is inclined to recommend that other means should be adopted for the support of the new undertaking.

21.—His Lordship in Council would therefore urgently recommend to the Hon'ble the Court of Directors that they should incur an annual outlay for a short time of years, if a reasonable prospect could be held out of thereby establishing Steam Communication with Great Britain by the Red Sea on an efficient and permanent footing.

22.—The most economical method of effecting this subject is by inviting the tender of contract; and His Lordship in Council desires me to request that you will furnish him with your opinion as to the most expedient course of proceeding for this purpose.

23.—It is fit to apprise you that His Lordship in Council would not be disposed to recommend a larger outlay of the public money than two lakhs per annum, nor a larger term for the duration of the contract than five years; but he would suggest that the contractors should have the benefit of all the receipts derivable from Postage and Passengers in addition to the annual bonus granted by Government. The voyages to be performed

between Bombay and Suez should not be less than four in the year; and some incitement might be offered, if more frequent trips could be accomplished.

24.—You are requested to furnish your sentiments (bearing in mind the above conditions) as to the lowest sum for which it could reasonably be expected that tenders would be made, and as to whether it would be most advisable to advertise for such tenders in this Country or in England, and generally the terms which it would be proper to annex to the contract whether as to the size of the vessels to be employed, their number, the dates of leaving port, or other particulars.

have &c.

(Signed) W. H. MACNAUGHTEN,  
Sec. to the Govt. Council Chamber,  
September 5, 1853.

To GEORGE ASHMOVER, ESQ. Sec.  
*Bombay Steam Navigation Committee.*

SIR, I have now the honor by direction of the Calcutta Committee to acknowledge the receipt of your letter of the 29th July last, with the pamphlet of Captain Wilson which accompanied it.

2. The Calcutta Committee have derived much satisfaction from the perusal of the pamphlet, establishing as it does in the most satisfactory manner the perfect practicability of the Steam communication between Bombay and Suez, at least during the N. E. Monsoon, by as rapid a progress as may be made over the same distance in any other part of the world, whenever it shall be attempted by a Steamer more adapted to the purpose than the *Hugh Lindsay*, and arrangements shall have been perfected to prevent the great delay consequent on the difficulties of loading the coal at the several depôts.

3.—It does not appear to the Calcutta Committee to be at present necessary for them to enter into the question as to what description of vessel, as regards her size and tonnage, is the best adapted under all circumstances for the service in question; because their colleague, Captain Forbes, is preparing a report, founded on a most careful and attentive examination of the whole of the evidence taken before the House of Commons on the subject of Steam Navigation, of Captain Wilson's pamphlet, the representations of Mr. Waghorn, and generally of all the means available towards leading to right conclusions; in addition to which he has the benefit of continued intercourse with Captain Johnston, who has lately returned from England, where his attention, though mainly devoted to the river class of Steamers, has been directed to the question generally, and indeed as

evinced on his examination before the House of Commons to the Steam Communication by way of the Red Sea in particular.

4.—There is however one other reason why this Committee do not feel it to be necessary to enter into the question of the size, &c. of the Steamer at present. That reason will be found in the accompanying copies of the Committee's letter under date 23d ultimo to the Supreme Government and of Mr. Secretary Macnaughten's reply thereto under date 5th inst.

5.—The Calcutta Committee having been instructed by their constituents to consider the means whereby the communication interrupted by the laying up of the *Hugh Lindsay* might be "first most certainly, and secondly, most speedily re-opened" naturally directed attention to a recurrence to those means, the privation of which had in fact occasioned the interruption; and being satisfied that the Governments of India felt every disposition to aid an object so ardently desired by all India, they resolved, among other aids, to solicit through the Supreme Government the loan of the *Hugh Lindsay*; assured, altho' she might not be the vessel best adapted for the service, yet that she could most economically, as regards the funds raised by public subscription, reopen the communication with a sufficient degree of speed, provided proper arrangements were made to prevent delay at the depôts, and for the conveyance of the dispatches from Alexandria to Malta; in fact that she might establish such an intercourse with the mother country during the two or three years, for which the funds promised to be sufficient for her expenditure, and at the same time allow of such sufficient data being derived from actual experiment of receipts and expenditure, as eventually could not but lead to the permanent communication.

6.—If the result should be that profit arose, a vessel or vessels of a character exactly adapted to the service, with all the improvements which the coming two or three years will doubtless bring to light, might be built either by private individuals on speculation, or by means of a public fund founded on legal advice and secure principles.

7. If on the other hand it should turn out that no profit would be derived from the communication, it would be clear that it could never be maintained in the way now proposed at Bombay, or indeed by any other speculation whatever; while the minimum of loss being ascertained, it would be open to the consideration of Government how far the advantages derivable to the country in general, as

contradistinguished from the mere convenience of the society, and especially the European, might not warrant a sacrifice to an amount, beyond which it would by actual experiment be shewn that less would not accrue; thus establishing beyond all doubt the question of the practicability of maintaining the communication on a permanent footing without too great a sacrifice.

8.—These were the grounds on which the Calcutta Committee made their application to the Bombay Government; the particulars of that application may be best known by the letter to Government, and the result by referring to Mr. Secretary MacNaghten's reply.

9.—The Calcutta Committee however may observe that that result is as follows. The Governor General in Council will recommend to the Bombay Government to allow the *Hugh Lindsay* to make four voyages annually to Suez without charge on the subscribed fund, except for costs; and will further "urgently suggest" that the first voyage be performed entirely at the expense of Government. The Governor General in Council will back by his recommendation such application as may be made to the Home Authorities for the extension of the Malta Steamers to Alexandria. Considering that if the community of India deem the increased velocity of communication to be of paramount importance they will not grudge the necessary increase in the rate of postage, will permit that part of the experiment to be conducted by the several Post Masters General; who may make out the rates to be levied, carrying all receipts to the credit of the fund (after the first voyage) giving due notification of the dates of departure. His Lordship in Council is of opinion that this recommendation should be adopted by the Bombay Government, the Bombay Joint Stock must as a matter of course be abandoned for the present; and eventually if the result should prove favorable, Government would be happy to withdraw from all interference, in which case the Bombay Joint Stock Fund may be revived, or any other more suitable scheme may be adopted. Under the above arrangements all questions regarding times of leaving port and other matters of detail are to be left to the discretion of Government, and the coal is to be supplied in such quantities and at such depots as may be indicated.

10.—The above comprizes the degree and manner of aid which the Supreme Government is disposed to concede to the attempt for the immediate re-opening of the communication; but His Lordship in Council is well disposed to recommend to the authorities at Home a plan less

subject to failure than the prospect referred to by the Calcutta Committee. His Lordship in Council believing that the profits from postage and passengers will ultimately be more than sufficient to meet the expenditure, is yet inclined to recommend some further means for the support of the undertaking at its commencement.

11. For this purpose he would urgently recommend to the Court of Directors to incur an annual outlay for a short term of years by way of bonus to a contractor the contract to be given on tender,—the outlay not to exceed 2 lacs, nor a longer term of duration for the contract than 5 years; but in addition to the bonus the profits derivable from Postage and Passengers would be conceded; not less than four voyages to be made annually.

12.—The Committee are then requested to furnish their sentiments as to the lowest terms on which tenders can reasonably be expected to be offered, and also whether it would be most advisable to advertise in this country or in England, and generally the terms it would be proper to annex to the contract as regards sizes of vessels, number, date of leaving port or other particulars. Such are the liberal sentiments and views of the Supreme Government on this most important matter; before the Calcutta Committee enter on the question as regards the offer of immediate aid and co-operation by the loan of the *Hugh Lindsay*, I am directed to observe with reference to the proposed invitation of tenders, and the call on the Committee to furnish Government with their sentiments on the various points connected therewith, to express their regret that the great distance which divides them from your Committee will, they fear, deprive them of the benefit which would be derived from a frequent reciprocation of opinions on the several details, particularly on such points as from your local position you necessarily can afford much valuable information.

13.—Seeing however that before they can reply to this part of the proposition of Government, time must be given to make a variety of enquires on many important points they think that it is probable they may not be able so to do until they can hear from your Committee—and they will therefore be greatly obliged by your Committee's sentiments on the whole of the matters on which they require by the Government to report.

14.—As regards the very liberal offer of Government to run the *Hugh Lindsay* four times in the year, the first time entirely at the expense of Government, and subsequently only requiring coal from the fund, the Calcutta Committee trust that the proposition will be

readily adopted by your Committee ; providing as it does for the immediate re-opening of the communication, on the most secure grounds, viz. not merely by the passive concurrence of Government, but by its most active exertions ; and this Committee trust that seeing by the terms on which the new Bengal Steam Fund is constituted, not by them, but by their principals, it cannot be annexed to the Bombay Joint Stock Fund, and that the whole proposition holds out the best certainty, not only of an immediate re-opening of the communication, but its permanency, there will be no difficulty in the way of your Committee relinquishing the Joint Stock part of your scheme for the present, and concurring with this Committee in the expediency of accepting the very liberal propositions of the Supreme Government, subject of course to the concurrence of that of Bombay ; in which case this Committee will be happy to recommend to their constituents the junction of the new Bengal Fund to the contributions of Bombay for the purpose of the plan being carried into execution by your Committee. As the liberal offer of Government to require no further outlay from the Fund than is involved in the expenditure of coal will leave funds available for other essential purposes ; and, as the speedy supply of fuel at the depots is of the very first importance, the Calcutta Committee earnestly recommend that floating depôts be forthwith despatched to such places as may be determined upon as the places for depôts, if that can be done without too great a sacrifice of the funds ; which, looking to the very paramount importance of the object, this Committee think can scarcely be the case.

15.—There may be other points on which it may be expedient for this Committee hereafter to make some observations ; but they are content for the present with offering the above suggestions, being anxious to make known to your Committee the results of their communications with the Supreme Government, with as little delay as possible, in order that no time may be lost in coming to some definite conclusion ; and, as your Committee will doubtless be apprized by the Bombay Government, of their concurrence in the recommendation of the Governor General in Council, should they see fit so to concur, before the same can be known in Calcutta, I am directed

to request the favor of your committee propose to publish in the Calcutta papers this letter with its enclosures, and to call a public meeting on the 28th October, to determine whether the fund shall be applied to the purposes therein set forth.

16.—In anticipation of this, and in order to prevent the delay which would take place after the receipt of your reply in complying with the 8th Resolution of the general meeting of the 22d June, requiring six weeks' notice of the next general meeting, the Calcutta Committee communicating the result to me at the earliest period possible—and in the mean time it will afford this Committee much satisfaction to learn that, dependent on the concurrence of the Bombay Government, your Committee consent to the proposed course.

I have, &c.

Town Hall, Sept. 6. C. B. GREENLAW,  
Secy.

P. S.—The documents herein referred to will be despatched by separate packets by the same post.

#### ABSTRACT STATEMENT OF THE NEW BENGAL STEAM FUND ON THE 7TH DAY OF SEPTEMBER, 1833.

##### Total amount Subscribed.

Sicca Rupees  
86,832 4 2½

##### Total amount Realized.

Sicca Rupees  
\* 50,290 1 5

##### Total invested in Company's Paper.

Sicca Rupees  
47,015 10 8

\* Besides this Hoondees and Bills to the amount of Sa. Rs. 10,449 0 6 are in hand.

C. B. GREENLAW, Secy. to the  
Committee.

\* The Calcutta Committee would be obliged by a communication from you from time to time of the amount of the Bombay contributions. Accompanying is a memorandum of those of Bengal up to this date.

## INSOLVENT DEBTORS' COURT.

SATURDAY, AUGUST 24.

## IN THE MATTER OF JOHN MERCADO.

His insolvent was heard on his petition. It appeared that he is an uncovenanted servant in one of the government offices, and that his salary is 300 Rs. per mensem. The debts on the schedule amounted to Rs. Rs. 4,000, a large amount of which was due to the representatives of Landly Mohun Tagore. The insolvent stated that the money had been given to him as a recompense for services rendered to the Tagore Bahadur, but on the decease of Landly Mohun his representatives had claimed the amount as a debt. The commissioner, after inquiries respecting the number of the insolvent's family, stated that he could make no order on his salary, and he was declared entitled to the benefit of the act.

## IN THE MATTER OF FREDRICK ROUSELEY.

The case of this insolvent came before the court on the 3d instant, and the commissioner hesitated to order his discharge, on the ground that the petitioner was an infant and not within the meaning of the act. The case stood over until this day and the petitioner was advised to employ counsel.

Mr Clark appeared for the insolvent and argued that his infancy ought to entitle him to the favour of the court rather than prevent it granting his discharge. The insolvent might have pleaded infancy as a matter of defence; not having done so it was clear he was legally detained, but if illegally detained was he to be kept in prison for a debt which no court of law could enforce? The learned counsel cited *Madax, v. Eden, Bosanquet and Pulier's reports* where in the Court of Common Pleas refused to discharge a defendant on the ground of infancy, and were of opinion that his infancy, unless pleaded, did not exonerate him from the debt; and *Gardiner v. Holt & Shange* where an infant was plaintiff and in execution for costs, the court would not discharge him on a motion. Beside in this case the insolvent being taken on a judgment of a superior court, the debt was recognized as valid and could not be disputed by this court.

The Commissioner said he was aware there had been some instances at home when the debts of infants had been treated as valid, but later decision had thrown great doubts on such cases being applicable to the Insolvent Act. If the question in this case turned on the validity of the debt of the detaining creditor, it being for the price of a horse, he would say it was not valid because it was not a debt due to necessities. The question was whe-

ther an infant could execute a good assignment. In this case, there being no property, a question might not be raised in another court with reference to the legality of the assignment, but it might be disputed where much property was assigned, and as one rule must be applied to all cases, the question became a very serious one. He doubted whether an infant could execute an assignment but it was quite clear he could not execute a warrant of attorney, which was given in some cases of Insolvency, and was mentioned in the Insolvent Act. Under these circumstances he declined to declare the insolvent entitled to his discharge.

## IN THE MATTER OF KISTEN M HUN AND CONNYTOLL BURRA.

This was the final day of hearing for these insolvents, the latter of whom was banian to Alexander and Co. and had a bank of his own which stopped payment on the day of the failure of that firm. Connytoll Burral was examined at considerable length by the *Advocate General* on matters relative to a transfer, made on the night preceding the failure, of a security for Rs. 14,000 to the account of Ashhootas and Prothonanth Day. It appeared that Ashhootas Day was a creditor of the Insolvents to a considerable amount, and had in 1839, become security to them for a debt of 14,000 due by Woodeychund Dutt. On the night previous to the failure the Insolvent's sircar received a note from Ashhootas Day directing him to make the transfer, consequently the security appeared in the Insolvent's books as an adjustment of the amount due to the Days, Woodeychander Dutt ceasing to be indebted to the Burral, and the security becoming the Insolvents' sett-off against a larger sum due to Ashhootas Day. There being a suit pending in the Supreme Court with reference to this matter, the Commissioner did not give a decision as to the validity of the transfer. The Insolvents were discharged.

SATURDAY, SEPTEMBER 14.

## IN THE MATTER OF JOHN PETER MAILLARD.

This case was adjourned from Saturday last until this day to enable the Assignee to make inquiry with reference to some alleged fraudulent conduct imputed to the insolvent by Mr. Ross, a creditor to the estate of William Robinson, who had not served a regular notice of opposition.

Mr. McNaghten stated that he had made inquiries with reference to a mortgage of some property and satisfied himself that it was a real, and not a fictitious mortgage as had been alleged by



Mr. Ross. That person had called at the Assignee's a few days preceding and also expressed himself satisfied on the subject.

Mr. Ross repeated his former statements and enumerated several other grievances, but as from the incoherent manner in which he related them, it was evident he was labouring under considerable excitement we judge it proper not to give publicity to his statements.

Sir John Franks interrupted Mr. Ross, and explained that there were two questions to be considered before he could attend to his statements. First, whether he was a creditor of the estate, and secondly, whether he had brought his opposition regularly forward. Sir Edward Ryan had not allowed his opposition at the former hearing, but merely adjourned the case to give him an opportunity to make affidavit of his being a creditor and to serve a regular notice on the Insolvent of his intention to oppose his discharge. As Mr. Ross had neglected to conform to the regulations of the Court, the opposition could not be allowed.

The Advocate General, after stating that Mr. Ross had no claim on the estate, urged that his opposition should be pronounced frivolous and vexatious.

Sir John Franks said Mr. Ross' conduct certainly appeared so; and had he been a creditor, his opposition would have been pronounced so accordingly.

The Insolvent took the oath and was discharged.

#### IN THE MATTER OF JAMES CALDER AND OTHERS.

It was stated that an opposition had been entered to the insolvents' discharge by Mr. William Smith on behalf of Joyakissen Doss.

Sir John Franks addressing himself to the Advocate General said, that as the various orders in these cases had been made by Sir Edward Ryan who was now indisposed, he would rather postpone the hearing until the learned Commissioner's recovery, as he was unacquainted with the orders, or nature of the application now about to be made.

The Advocate General acquiesced in the postponement, and intimated that it was his intention to move for the insolvents' discharge under the 38th Section of the Act. He had however two other motions to make which might be heard now as well as before another commissioner. First, for an order to amend the Schedule by the insertion of a claim for Rs. 60, and secondly, to admit a debt which had been entered as a disputed one. The debt was that of Mr. E. Wilkinson, and its validity had been tried in the Supreme Court, and a verdict had been given against the insolvents.

It was ultimately ordered that the schedule should be amended, and that the petition now presented should state the cause of alteration.

#### INDIGO MART, SEPTEMBER 2, 1833.

##### No. 6.—Report upon the Crop of 1833

Since our report of the 1st August, the accounts received from the interior regarding the prospects of the planters in general have been of a very varied character.

From the 1st to the 10th ultimo, the weather generally was most favourable to the plant; so much so, that we were disposed at one time to recur to our former highest estimate of crop. But from that date, every succeeding post brought most disastrous accounts from nearly all quarters, more especially from Tirhoot, Pooreneh Dacca and Rungpore, rain having fallen in torrents, and the inundation having been extremely sudden, and higher than had been known for many years. So generally unfortunate, indeed, have the Tirhoot planters been, that the latest advices lead us scarcely to expect from that district more than half the quantity set down last year.

In Jessore they have been more fortunate, and the produce may be nearly equal to that of last year,

Nuddeeh but not suffered much; but the plant is so backward, that unfavourable weather during the next few weeks might still materially affect the out-turn of the season.

On the whole, we are now obliged to reduce our estimate of the crop to about 80,000 maunds.

Letters from Liverpool of the 11th May, state the prices at a Liverpool sale on the 3d to have been fully equal to those of the London April sale for the better qualities, with an advance on the inferior of 3d. pr. lb. Other letters express a decided opinion that an advance of at least 2s. per lb. may be expected if the crop of 1833 does not exceed from 90,000 to 100,000 maunds. At Bordeaux to the middle of April, purchases to the extent of 1,000 chests had been made by one house at an advance of 15 per cent. on cost and all charges, taking the exchange at the rate at which bills on England were negotiated.

PRESGRAVE AND Co.

Calcutta Court.]

## SAVINGS' BANK.

FINANCIAL DEPARTMENT, OCT. 7, 1883.

The Right Honorable the Governor General in Council directs that the following Rules of a Savings' Bank, established in Calcutta, under the guarantee and responsibility of Government, be published for general information :

1. The Bank to be denominated " the Government Savings' Bank."

2. All classes, British and Native, may invest their Savings in the Government Savings' Bank.

3. The return of the exact sum deposited, together with the interest due thereon at the undermentioned rate, is secured to the Depositor under guarantee of the Supreme Government.

4. The general direction and control of the Bank shall be vested in a Committee of Management, consisting of Government Civil and Military Officers of the Government, and other persons, to be nominated by the Governor General in Council. The Committee shall meet at such stated periods as may be necessary for the due and efficient control of the Proceedings of the Bank.

5. The Government Agents are charged with the immediate superintendence and execution of all details connected with the Bank. They will also be Ex-Officio Members of the Committee of Management. The Third Government Agent will be Ex-Officio Secretary to the Bank.

6. A Register of Deposits will be kept, and generally such other accounts as may be determined on, and approved of, by the Managing Committee.

7. Any sum not less than One Rupee will be received in Deposit.

8. Whenever the sum deposited by any one individual shall amount to 500 Rupees, the same will be transferred from the Bank and subscribed on account of the Depositor to the Four per Cent. Government Loan, until further notice, unless an intimation of its withdrawal or the withdrawal of a portion of it be given by the Depositor within one month after it has reached that amount.

9. Interest at 4 per Cent. per annum will be allowed on Deposits until further notice.

10. Interest will be calculated on a Deposit from the first day of the month succeeding that in which it shall be received and up to the last day of the month preceding that in which it shall be withdrawn. No interest will be allowed for broken periods of a month nor calculated on fractional parts of a Rupee.

11. The Government reserves to itself the power of lowering or raising the rate of Interest, such alteration not to affect Deposits above 500 rupees previously invested in Public Securities, and due notice to be given in the *Calcutta Gazette* of the intention of Government six months before the alteration shall take effect.

12. All Deposits will be regularly entered in a Book at the time they are made and the Depositor of the Deposit made at the Presidency, will be furnished with a small Book having a duplicate of the entry. This book is to be brought to the Bank whenever any sum is deposited or withdrawn. The account thus kept will be closed on the 30th April of every year, and the balance of interest due at that period will be paid to the Depositor, or carried to account, thenceforward to accumulate at compound yearly interest, until it shall amount to 500 Rupees, when the same will be transferred from the accounts of the Bank, and subscribed on account of the Depositor to the Government 4 per Cent. Loan as per Rule 8, unless notice of withdrawal be given within one month as above, or unless the rate of Interest be altered as provided for in Rule 11.

13. No person or persons to deposit money in Trust for any other person or persons; provided, however, that this rule shall not be construed to prohibit individuals resident out of Calcutta, who cannot attend personally from making their Deposits by any other responsible person; or parents from making Deposits on behalf and on account of their children, or females, who according to the manners and customs of the Country do not usually make their appearance in public, from making such Deposits by the hands of other persons.

14. No sum deposited to be transferable excepting on the personal application of the Depositor, supported by written sanction.—When peculiar circumstances render a deviation from this rule necessary, the case shall be submitted to the Committee of Management for their sanction.

15. No person will be allowed to Deposit any money without making known his or her name, together with his or her profession, business, occupation, calling, and residence. A duplicate of this description will be entered in each Depositor's Book, to be produced whenever any sum is afterwards deposited or withdrawn.

16. Depositors will be at liberty at any time to withdraw any sums or portions of sums deposited by them, receiving interest calculated up to the end of the month preceding that in which the withdraw is all made.

17. As a general rule, Deposits, with the interests due thereon, will be repaid to the Depositors personally in all practicable cases. In the case of individuals unable to attend in person, the Secretary will exercise his discretion in regard to re-payment of Deposits to responsible persons, duly authorized by such absentees to receive the same.

18. Military Officers and Soldiers, European and Native, will be allowed to invest their Savings in the Government Savings' Bank, through the Paymasters of Corps or Divisions; and Paymasters are hereby authorized to receive Subscriptions to the Bank, or to deduct monthly from their Abstracts such sums as the parties within their circle of payment may be desirous of depositing, not being less than One Rupee, nor more than Five Hundred Rupees.

19. The Deposits referred to in the preceding Rule, are to be brought to the credit of Subscribers on the last day of the month, in which the payment or deduction is made; and Rules 16 and 17, respecting the withdrawal of Deposits by parties subscribing through Paymasters, will be carried into effect under instructions which will be furnished to the Paymasters by the Accountant to the Military Department.

20. In case of the death of a Depositor, the sum at his credit will be paid to his or her Executor, or Assigns; or in case of no Will, according to the law

on this head, or the Regulations of the Service, if the deceased be Military.

21. In case of any difference between the Secretary of the Bank and any Depositor, it shall be referred for the decision of the Committee of Management.

22. A General Statement of the Funds of the Bank shall be annually made out to the 3<sup>rd</sup> April, after the 1<sup>st</sup> May. The same to be submitted for the information of Government and published in the *Cuttack Gazette*.

23. The Bank to be open daily, Sundays and Holidays excepted, and all balance above Five Hundred Rupees, to be paid over at the close of each day's Proceedings by the Secretary into the General Treasury, where an account with the bank will be opened and kept.

The following Gentlemen have been appointed a Committee of Management of the Government Savings' Bank.

Charles Morley, Esq.	Government Agents.
J. A. Dorin, Esq.	
Adjutant General of the Army.	
Adjutant General of His Majesty's Forces.	
Senior Officer of the King's Troops in Port William.	
Town Mayor.	
Theodore Dickens, Esq.	
C. E. Trevelyan, Esq.	
Captain Henderson.	
James Kyd, Esq.	
Dwarkanath Tagore.	
Aushotosh Dey.	
Railhamndur Banerjee.	
Ram Comul Sein.	
Ritsonroy Dutt.	
Cossy Persaud Ghose.	

The Government Savings' Bank will commence Business on the 1<sup>st</sup> Proximo.  
—*Englishman*, Oct. 14.

## UNION BANK.

A Meeting of the Proprietors of this Bank took place on the 2d Oct., for the purpose of electing a Secretary in the room of Mr. W. Carr, who had resigned the office. Capt. Vint was called to the Chair, and the business was opened by Mr. Carr, who stated that in virtue of the powers vested in them, the Directors had nominated Mr. James Young to the vacant office, and begged leave to submit his name for the confirmation of the proprietors. The proposition being put from the chair and seconded, Mr. Dove rose and submitted, with reference to the letter and tenor of the 56th clause of the Bank Regulations, that the Directors were not

competent to nominate any new Secretary, seeing that Mr. Carr, the incumbent, had not disqualified himself by death, insolvency, or any of the other events which alone could leave the office vacant. It was maintained on the other side, that Mr. Carr had voluntarily abandoned the office, and that it was impossible to make a man serve *volens volens*. Mr. Dove, however, contended that such a vacation of the office took the power of nomination from the Directors. He (Mr. D.) had no personal objection to Mr. Young, but he was anxious that the rules should be abided by. As Mr. Dove continued, many of the proprietors addressed him in reply,

and the meeting then assumed that appearance of order and regularity which is the exclusive attribute of Calcutta assemblies. A dozen persons spoke at once, and nothing was wanting but the presence of Mr. Delmar or Mr. Valindares to have rendered it a very pretty concert. When silence was obtained the motion for the appointment of Mr. Young was put from the Chair, and carried by an overwhelming majority. If our eyes did not deceive us, Mr. Dove represented the entire minority.

The resolution having been recorded, Mr. Browne, of the house of Crutenden, Mackillop and Co., then addressed the meeting in a very neat speech, eulogizing the conduct of Mr. Carr during the time he filled the office of Secretary and finishing by submitting the following resolution:—

*Resolved*, That the regret of this Meeting at the resignation of Mr. Carr, of the situation of Secretary to the Union Bank be recorded, and that in accepting the same, the proprietors feel it incumbent on them to express their unqualified approbation of the service he has at all times rendered to the concern, but more especially by his zealous and unceasing exertions for its welfare, at the period when it had to struggle against the evil effects of unprecedented commercial calamities.

The resolution was seconded by Dwarakanath Tagore and carried unanimously.

Thanks were then voted to the Chairman and the meeting was about to dissolve, when Mr. Dove raised a question as to the power of the meeting to pass a vote for the decrease of the salary. Considerable desultory conversation arose out of this, which, if conducted in *solos*, might have been intelligible; but the sounds were entirely drowned in the *quartettos* and *quintettos* of the shareholders. We could just gather that the Meeting could not entertain the question—but that Mr. Dove might call a fresh assembly for the specific purpose of disposing of it if he chose to do so.—*Englishman*.

**BENGAL CLUB.**—A meeting of the members of the Bengal Club, was held on the 4th Oct. at the Club house, when Mr. J. W. Alexander's resignation of the office of Secretary was accepted and Mr. J. H. Stocqueler was appointed Honorary Secretary in his room.

On the same occasion Mr. Pryor resigned the office of Stewart and Mr. Warman was nominated his successor.—*Englishman*.

## CHARITABLE INSTITUTIONS.

An Asylum for Lepers is established, on the east side of the Upper Circular Road, under the superintendence of Mr. Jackson. This institution is supported from the Funds of the Native Hospital. These objects of commiseration are comfortably housed and are allowed ample rations of suitable and wholesome provisions, clothing and bedding, and every attention is paid to their comfort. The different cases are lodged separately, and they can go out whenever they may have occasion, by requesting permission of the resident Apothecary; their families are also allowed to reside with them in the Asylum and receive rations; and they may do any thing they please in rearing poultry, making wine, &c. for their own enjoyment. Notwithstanding all these advantages it is to be regretted that but a limited number of these unfortunate creatures, have yet been induced to avail themselves of the Asylum, though every

means short of coercion have been exerted by the Central and District Committees of the Charitable Society, to divest them of their false and mistaken prejudices against the Asylum, but the greater number still prefer begging in the streets. We need not allude particularly to the disgusting appearance of many of those loathsome objects infesting the bazaar—commiseration for them must be lessened by the assurance that there is one Asylum provided for them, where all their reasonable wants are supplied, and and therefore they need not seek casual relief for a subsistence.

We have the highest pleasure in stating that the Right Honourable Lady William Bentinck gives monthly pensions (independent of those to the Charitable Society) to one hundred and twenty Hindoos and Mussulmans, paupers, including forty-three Lepers.—*From a Correspondent of the Durum*

## THE NEELGHERRY HILLS.

The Right Hon'ble the Governor, in Council, is pleased to publish for general information, the following extract, paragraphs 24 and 25, of a letter from the Hon'ble the Court of Directors, under date the 10th April, No. 25 of 1838.

"24. When in our letter in this department, dated 2<sup>nd</sup> March 1830 (No. 14) we directed that 'whatever buildings or other accommodations which might be furnished for officers, civil or military, frequenting the Neelgherry Hills for the benefit of their health, should be supplied by the Madras Government, the expenses being debited to your Government,' our intention was that, not only lodgings, but medical aid should be furnished by the officers of that presidency. We did not contemplate, nor do we see any necessity for a separate medical or barrack establishment on the Neelgherry Hills, under the control and management of your government."

"25. Our desire, therefore is, that all the servants of your government may be withdrawn from the Neelgherries, and that the buildings erected under your authority may be made over to the officers of the Madras government, and that all

Bombay servants frequenting the Neelgherries for the benefit of their health, may report their arrivals to the Madras officer commanding on the Hills, whose duty it will be to see that they receive the same accommodations and attendance, and on the same terms, as are supplied to the servants of his own establishment."

In conformity with the preceding orders, the general order dated the 2d May, No. 166 of 1829, is rescinded, and the public buildings, furniture, &c. belonging to this government, at the Neelgherry Hills, will be transferred to the Madras authorities by Surgeon (Sen on the 1st November next, on which date that officer's appointment is to cease, and he will hold himself at the disposal of His Excellency the Commander in Chief. — *Madras Courier*, Sept. 21.

We understand that Major General Sleight, C. B. His Majesty's 11th Dragoon, will be offered the appointment of Military Secretary to Lord W. Bentinck as Commander in Chief. — *Englishman*, October 18.

## THE BISHOP'S CLOCK AND INK STAND.

A very magnificent gold clock and silver ink stand have been brought by the ship *Sia*, Captain Riddle, as a present to the Bishop of Calcutta, from his late parishioners at Islington.

The workmanship is said, to be very highly finished, the style gothic, the ornaments strictly appropriate and ecclesiastical, and the whole effect at once chaste and splendid.

Captain Riddle has favored us with the inscriptions which are as follow :—

ON THE CLOCK.

*Presented to the Right Reverend  
Father in God  
DANIEL, LORD BISHOP OF  
CALCUTTA.*

*Late Vicar of St. Mary's Islington,  
BY THE INHABITANTS OF THAT PARISH.  
In the pleasing hope, that this Imperfect  
Memorial,*

*May serve in a distant land,  
To recall the memory of Friends  
Attached to him by no common ties of  
affection and affection,  
June 1832.*

ON THE INK STAND.

*To the Right Reverend Father in God.  
DANIEL, LORD BISHOP OF  
CALCUTTA,*

*Late Vicar of St. Mary's, Islington.  
This sincere though inadequate Memorial of their*

*Esteem, gratitude, and affection,  
Is most respectfully presented by his  
Parishioners.*

*JUNE MDCCCXXXII.  
Bengal Herald.]*

MILITARY MOVEMENTS.—We understand that the following movements of His Majesty's Regiments, at this Presidency are to take place :—

H. M. 3d Buffs, from Berhampore to Cawnpore, 5th November.

H. M. 16th Foot, from Chinsurah to Ghazepore, 15th November.

H. M. 36th Foot, from Ghazepore to Berhampore, when relieved by 16th.

H. M. 44th Foot, from Cawnpore to Chinsurah, 1st December. — *Cal. Cour.*

COLE CAMPAIGN.

We have the authority of SILEX (who our readers may remember as an active correspondent during the last Cole Campaign) for stating that the Jungle Mehals will be the scene of fresh military operations during the approaching cold weather. The campaign will, in all likelihood, commence about the first of December, and the troops destined for the work are the 17th N. I. now at Cuttack, and a detachment of the 34th Regt. N. I. now at Midnapore together with the Rangpur Battalion.—*Englishman*.

SIR J. T. GRANT.

We have the sincerest satisfaction in announcing the fact of Sir John Peter Grant's restoration to the India Bench. The patent of office came by dawn Oct. 17, from Madras. Recollecting, as we do, the circumstances under which Sir John was deprived of the office he held at Bombay the great exertions he used to advance the interests and promote the security of the motley population of that island, and the intense regret manifested by many thousands of all classes on his departure for Calcutta, we cannot but look upon the present step as one eminently calculated to satisfy the community of this city, whose it involves a commendable act of justice towards a truly worthy and ill-used individual.—*Englishman*.

We have taken leave of our ancient appellation of the JOHN BULL, offensive to many from former recollections, and this day offer ourselves to our readers under our new name of the ENGLISHMAN. If, with a change of name, we proposed in any degree to change our character, we should be sensible of the necessity, but still more of the difficulty, of addressing our readers in explanation of the grounds and reasons of our conduct. But having only to say that we have abandoned our former appellation in order finally to get rid of associations connected with it by no fault of ours which are wholly inconsistent with our real character,—such as since our control of the paper we have endeavoured to exhibit it,—this is soon said. Of that character, as so exhibited, we have received marks of increasing approbation which we are equally grateful for and proud of. We consider that character as resting upon two bases—our principles and our industry. With regard to the former it were useless to offer any assurances that they will remain the same, for feeling and knowing ourselves that they form part of our identity we know that nothing can change them short of a power to change our nature;—And for our readers, if they believe us

so base as to be capable of abandoning them, they will justly regard our assurances that we will not as of very little value. With respect to our industry the case is different. This no doubt depends upon ourselves, provided we preserve the health which we all hold in this climate by a tenure more frail than we could wish. But even in regard to our future industry we will say but little. The two greatest stimulants which can operate upon man's industry are in duty and visible action with us—our reputation and our interest; and to keep them to their utmost activity requires only that we should continue to feel the public approbation of our labours conferring upon us an increasing share of the public patronage. For the name we have only exchanged the nick name, and in the case of the London as well as the Calcutta *John Bull* it has in truth never been any thing but a nick name for the proper appellation;—and we have never seen or read of any time when the aspect of public affairs in Europe or in India more required to be surveyed in the true spirit of an *Englishman*. The causes which have led to this in Europe do not appear to us very difficult to be detected—but without entering into these it is sufficient to look at what is passing to be satisfied that powers of the mightiest force for good or for evil are at the present moment universally at work, some above and some underground, which may possibly be diverted but cannot be resisted. In our native country we cannot but see that two opposite principles are in zealous operation, both equally inconsistent with the prosperity and peace of the country and both equally anti-English in their character as well as the objects. The one is distinguished by great activity—the other by great force of moral resistance—both by great clamour—and neither by much wisdom. The *Englishman*, therefore, who has been accustomed heretofore to see many wrong-headed factions threaten great things, may regard these as very troublesome and provoking, but only to be rendered seriously dangerous by mismanagement. To guard against that mismanagement in those to whom the duty is confided it is only necessary to look at things with the eyes of an *Englishman*. In the humbler department of endeavouring to give just views of the events as they take place it is only necessary to treat them in the true spirit of an *Englishman*.—*Englishman*, Oct. 1st.

REGISTRY OFFICE.

1861  
ing a more lucrative office elsewhere, the

Committee have appointed Mr. Bush to the situation *pro tempore*. The Registry Office, we believe, has been found already to be of some use to the community, upwards of 120 servants having been supplied to different individuals, but it has still one great difficulty to struggle with, which sooner or later, unless removed, must prove fatal to its existence. This difficulty lies in the perseverance of a great majority of the public in the habit of employing, or keeping servants, on advanced wages, who have not been registered. So long as this practice continues, the servants cannot be prevailed upon to resort freely to the office, — hence many applicants for domestics do not get their wants supplied, and the institution loses ground in their estimation. When will the worthy individuals, who compose this community, pull together for the common good? — *Englishman*, Oct. 12.

#### EXAMINATION.

At about eight o'clock on the morning of the 4th Oct. a slight shock of earthquake was felt at Calcutta. The undulation was not so perceptible as that recently felt throughout the country, but sufficiently violent to agitate the pillars of our temples and the contents of the crockery-ware at the breakfast table. Many persons, however, appear not to have felt it at all.

#### EXAMINATION.

It is seldom we have the opportunity of noticing with so much satisfaction, any matter of local interest, as we do the Annual Examination of the native youths attending the seminary supported by the General Assembly of the Church of Scotland, which was held on the 4th Oct. at the Town Hall. The Examination commenced at 10 o'clock a. m. and continued till about 2 o'clock p. m., and was conducted, for the most part, by the Rev. Messrs. DUFF and MACRAY, the managers of the Seminary, and the Rev. Mr. CHARLES, Chaplain to the Kirk. In regard to the progress of the pupils we believe the public expectation was considerably raised; but as Mr. CHARLES said in his address, at the close of the examination, it was more than realized. Both time and patience failed before the pupils had approximated even nearly to the end of the extent of their studies, and many of the audience were necessarily obliged to leave the hall. The pupils acquitted themselves admirably in mathematical and physical Geography, ancient Scripture and Profane History, Geometry, and Political Economy. Several pieces of English composition were read by their respective writers, which evinced a highly creditable acquaintance with Grammar and the rules

of composition. The audience was large and composed of many of respectability, both of Europeans and Natives, amongst the former of whom we noticed our respected Diocesan, and three or four of the clergy. We can only express our regret that some individuals were not present who seem to have inconsiderately advanced the opinion, that the introduction of Christianity into schools will operate unfavourably to general education. Here were assembled at least *three hundred* native children, whose education has been conducted on the same principles as those adopted in Scotland, and Christian countries generally; and no one amongst the large concourse of native gentlemen, by the deep interest which they took in the examination, and expressions of gratification which they felt, appeared to think that the rights of Hindoo parents had been in the least degree invaded. — *Englishman*.

#### CEYLON.

*Number of Elia, 30th Aug. 1833.*

I am now clothed from head to foot in broad cloth, with flannel next my skin, the room closely shut up, and I declare to you that I can scarcely hold my pen, my fingers are so cold. At this moment, 2 p. m., the thermometer is at 60°, and in two or three hours it will be at 54° in the house. Fires are indispensable morning and evening. I sleep with one in my room, and find a pair of blankets no more than comfortable. We have all kinds of vegetables in abundance, but no pasturage for cattle, the grass being coarse. English grass, however, thrives in perfection, though there is only a small plot of it near this. At Fort Macdonald, 13 miles from this, where the climate is much milder, there is abundance of beautiful pasturage, and it is said that any thing Indian or English will thrive there. Land is procurable in all parts of the Island near Macadamised roads, and navigable rivers, and five shillings per acre is the price fixed for it by the authorities in Downing-street. All our cinnamon gardens are for sale, and lots of any extent from one acre to 500 may be purchased. Application is made to the Collector, the land is put up to auction, and the highest bidder gets it. Coffee is, however, thought the surest speculation, and has never been known to fail. The three shilling per pound export duty on cinnamon deters people from entering at once into the new trade.

For those without *Givers* Nawera Elia is a most wonderful place. The European invalids who come up here *half dead*, in one short week become strong and robust, and although many have been sent up as a last resource, I do not believe

one death has occurred here. There are now 20 European soldiers at this station. Not one man has been in hospital for some time past, although they are at work all day long, building, making roads, cutting timber, &c., and they look like stout English ruddy cheeked farmers. The children also are quite English. Some of them have come from the low country to all appearance no stronger than those generally seen in Calcutta, and due week brings overflowing spirits and overwhelming appetites. The climate is equally healthy during the whole year, although for months it rains incessantly. In December, January and February, the ground is covered with frost, the thermometer in the morning being sometimes as low as 24°. The elevation above the sea is supposed to be 6,790 feet, and yet it is a particularly dry climate. There are no white ants, and insects of any kind are very rare. The elephant is the only wild animal of any consequence in the neighbourhood. They are very numerous, but never do any harm.

By the way I rather think money might be made, by exporting elephants to India. The natives here catch them very easily and tame them in a few months. They will take horses in exchange, or be glad to sell the very best for about £15. Meat keeps fresh here for ten or twelve days, and the prepared hams and bacon I think much finer than we can get from England. It is a very singular circumstance that iron will scarcely rust here. The bolts and hinges of doors are as free from it now as the day they were put up. A mail coach runs three times a week from Colombo to Kandy and back, and by the 1st of January, we shall, I trust, have a fine carriage road from Kandy to this, 53 miles, even now considered only a day's journey. Throughout all the public roads on the Island there are rest houses for travellers, at the average distance of twelve miles. Most of them are partially furnished, and have accommodation for three liquors. — *India Gazette.*

## SUPREME COURT, 21st December.

VATSON V. COLVIN.

Mr. Clarke, with reference to an application made in the case *Vignon v. Colvin*, on the previous day, applied to the Lordships for their decision on a point of practice, the Master having refused to sit an additional charge in the matter before him without leave of the Court being previously obtained, and as it heretofore had not been considered necessary to make any application for that purpose. The Court, after some consultation, decided that it was not necessary to apply for leave to file an additional charge.

IN THE GOODS OF MRS. DEVERNE.

Mr. Advocate General applied for leave to swear in an executor to this estate, but thought it necessary to inform the court that though the motion itself was not one of much interest it involved a principle of very great importance. The testator Mrs. Deverne died on her passage out from England, having previously made her will and appointed Mr. William Ainslie, of the firm of Colvin and Co. executor, without being aware of the peculiar situation in which that gentleman stood. He was not aware that an ecclesiastical Court had power to refuse an application of this nature, but it might be found that the Lord Chancellor had interfered and caused a grant to be given. The learned counsel then referred to *Pratt v. Pratt*, a reported case in 1st Roper, wherein a mandamus was directed

to Sir Richard Staines to compel him to grant probate to one Watts, a man of no substance who had abandoned for debt, and on which Chief Justice Holt held, that a discretionary mandamus ought to be granted. He was aware that this case had been differently reported, and that it was stated the Chancellor had refused to grant administration until the party should give security to perform the will, which Mr. Ainslie was perfectly willing to do in this case. The same difficulty the testator was small, but as the case involved a principle of importance he thought it right to bring it under the Court's observation.

Mr. Murray, in illustration of what had been stated by Mr. Advocate General, remarked that he had made three applications in the Insolvent Court in cases in which one of the partners in the dissolved firm of Alexander and Co. was executor, and Sir Edward Ryan, in consequence of the insolvency, refused the application.

Mr. Advocate General said that Mr. Ainslie was appointed executor not as a partner of the firm of Colvin and Co. but as a private individual; and being ready to give security for the performance of the will, the observations of the Chancellor in the other report of the case alluded to, could not be applied to this motion.

The Court would examine the cases referred to and give a decision on



**LOTTERY MONEY.** **THE IRVING, SHAKESPEARE, & CO. v. THE IRVING, SHAKESPEARE, & CO.** which our readers will recollect, is for the recovery of certain sums of money paid by the plaintiff for the purchase of tickets in the lottery committee.

leave to move to enter up a verdict in favour of the plaintiff, and that the particular of the trial, and that Mr. Panton the tender, and Mr. Edwards, Ryan, & Co. were the case was known, were both absent, he had to apply for time to move to enter up a verdict, and the time allowed for that purpose was within four days after the commencement of the term, and proceeding that in which the plaintiff was to move.

Further time was granted. The Court decided, that as timely notice of this application had been given to Mr. Cullen, Cruttenden and Co. must abide by the consequences of his absence from Calcutta. There was no ground that the time for shewing cause should be enlarged, and the court would not order it unless with consent of parties.

Mr. Clarke on behalf of the sequestrator, declining to allow of delay. Mr. Prinsap showed cause, and after alluding to his inability to enter into the merits of the case in consequence of what he had previously stated, argued, first, that Cruttenden and Co. had a right to resist this motion unless assured that due notice of the requisition had been given to the other parties in the suit, and contended that whether the parties were a joint or separate family, the money having been deposited in the course of the suit, they were entitled to a notice of the sequestrator's intention so to deal with it, more especially as the amount of the sequestration was only Rs. 40,000, whereas the amount deposited was Rs. 40,000. Secondly, the order was irregular, as it called on Cruttenden and Co. to pay forthwith the amount with interest into the hands of the Sheriff or stand committed; there being no specific agreement for interest, and it not being shown that any interest had accrued. The learned counsel also relied on the irregularity of the order calling on the firm to pay forthwith, or stand committed, for which, he argued, two orders were necessary;—one calling on them to pay the amount, and another, in default of payment, for their committal as it was held by Lord Eldon, in an anonymous case in 14 Ves., wherein it was stated, that on a motion that a solicitor should be committed for contempt, by not paying money into Court, under an order stating the practice to be

previously to his entering into the merits of the case.

Mr. Clarke, in support of the order, urged that Mr. Cullen had timely notice of this application, and however willing he might be to make allowance for the absence of Mr. Torton and desirous of affording the convenience of Cruttenden and Co., he could not but oppose this application for further time, as the interest of his client was deeply concerned and any delay might occasion his imprisonment.

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that a writ of execution is served only in case of a party, it was held that against a person who is not a party, a writ of execution must be followed as near as it can; first getting an order upon the person to pay by a given day, and if he does not, then another order must be had, that he shall pay by another day or stand committed.

Mr. Clarke, in support of the rule, argued that there was a difference between the case cited by Mr. Prinsep and that before the Court; in the former, the committing of the solicitor was moved for, but in the present case, the motion was for the payment of the amount only, or in default of which the parties should be committed on another application to the court. With reference to the second objection, viz. notice not having been given to the parties in the suit, such notice was unnecessary, as the amount was not to be paid into the hands of a party, but to the sheriff, and the Court having already rejected it by the writ of sequestration it could not now go against its own order.

The Court with reference to Mr. Prinsep's second objection said it might eventually turn out a rash and inconsiderate thing to make such an order without giving notice to the several per-

sons who appear parties in the cause in which the recognizances were entered into. It appeared that the recognizances had been vacated; still, however, it was a recognizance entered into in the cause, and it was not for the court to say whether others were or were not interested, but it might eventually appear that others had an interest in it, and notice ought to have been given to all the parties. With reference to the other objection, the court thought the order was irregular, as it was argued by counsel.

#### *Rule discharged with costs.*

#### IN THE GOODS OF HARRY DEVEREAUX.

On the motion, in this matter reported in our publication of yesterday, the Court decided on the authority of the *King v. Raines* in 1st Lord Raymond's Reports, that, sitting as an Ecclesiastical Jurisdiction they were bound to grant probate to Mr. Ainslie, but as the Charter had given them a distinct Equitable Jurisdiction, the *cestui que trusts*, under the Will, might apply on that side of the Court for the appointment of a trustee of the property of the Testatrix, and also, and the Court should appoint a Receiver, Mr. Ainslie, although the Executor, might never touch a piece of the property. *English.*

### INSOLVENT COURT.

SATURDAY, 23<sup>RD</sup> SEPTEMBER, 1833.

#### IN THE MATTER OF JAMES CALDER AND OTHERS.

This case, which was postponed on the 11th instant on account of the illness of Mr. Commissioner Ryan, was heard today.

Mr. Macgibbon stated that notice of opposition had been entered and subsequently withdrawn.

The Advocate General, on the part of the Insolvents, said that there being no opposition, he should not trouble the Court with any observations, but simply move that they be entitled to the benefit of the act.

Mr. Prinsep stated that he had withdrawn the opposition, on which Mr. Commissioner Franks said, that the application was a reasonable and just one, and that the Insolvent were fully entitled by the 38th section of the act to make it. The order was then granted, after the Insolvents had, in the usual manner, sworn to the truth of the schedule.

#### IN THE MATTER OF JAMES CALDER.

The case of the separate estate of this partner was then called on: when it appeared that notice of opposition had been entered on Friday by a nays named Russomoy Butt. The rules of the Court require that notice should be entered three days previous to the day of hearing, but the Advocate General declined availing himself of this objection, and allowed the case to proceed. The name of the opposing creditor was then called, and a Mr. Ross stated that he had been authorized to act as the constituted attorney of the opposing creditor. The Examiner remarked that he had never heard of such a thing, and the Commissioner decided that the petition could be received from no one but the opposing creditor in person, or a barrister or attorney of the Court. The Insolvent was then declared entitled to the benefit of the act.

Similar orders were passed in the separate estates of the remaining partners of the firm. *John Bull, Sept. 30.*

SATURDAY, OCTOBER 25.

## IN THE MATTER OF THOMAS BOX.

An opposition had been entered in this matter, by Bruce, Stand and Co., and the insolvent was examined by Mr. Wight, touching the appropriation of the sum of Rs. 2,400, prize money, received by the insolvent, who is a Lieutenant in the Army, during the campaign which terminated at the taking of Bhimpore. The insolvent satisfactorily accounted for the amount and the opposition was not pressed. In reply to some questions put by Mr. Cochrane, the insolvent stated that he was third Lieutenant in the European Regiment at Dinapore, a half batta station, and that his pay amounted to about Rs. 180, per mensem out of which he had to pay 100 Rupees per month for the mess &c. leaving about twenty rupees to keep up his appearance as an officer and a gentleman. Lieutenant Box also stated that ten years ago, when he arrived in this country a Cadet in the Company's service, his allowances were larger than at present, and although he is the third Lieutenant in the Regiment, he is in the receipt of a smaller amount than an Ensign in the native Infantry, who frequently obtains the command of a company shortly after joining the service. It further appeared that Lieutenant

Box's regiment was the only European regiment in the service on half batta, and that he had little prospect of obtaining immediate promotion. Under these circumstances, Commissioner Sir John Franks declined to comply with the usual application for one third of the insolvent's pay, observing that any deduction must be injurious to the due performance of his military duty. Lieutenant Box took the prescribed oath and was discharged.

## IN THE MATTER OF JAMES CALDER AND OTHERS.

Application was made in this matter for leave to amend the Schedule, a debt due to Mr. Wilkinson having been inserted twice, once as a disputed debt, and again as admitted after its validity had been established by a verdict in the Supreme Court. Leave was given to add to the Schedule an explanation of the double entry, and a clause was inserted with reference to any claim which might be established on the point determined in the Supreme Court.

The following Insolvents were discharged: Mr. James Joseph Fleury, Mr. G. M. Poole, Mr. Alfred Edwin Grant Mudge, Mr. Thomas Edwin Mulum, and Mr. Thomas Philpot.

## INDIGO MARK.—OCTOBER 1, 1893.

No. 7.—REPORT UPON CROP OF 1893.—There has been a good deal of fluctuation in opinions upon the out-turn of this season during the past month, and indeed the changes in the prospects of the two important districts of Nuddrah and Tyrhoor have been very great. We can now however speak with tolerable certainty as to the result of the season's extraordinary vicissitudes and with the most careful enquiry and ample allowance for the produce of Native factories, the following may be held as the fairest.

*Estimate of Crop 1893.*

West of Tyrhoor.....	Mds. 2600
Tyrhoor.....	13000
Dinapore and Buxar.....	2000
Purneah.....	3400
Bonghyr and Boglapore.....	2500
Makla and Rajshye.....	6500
Rungpore and Mymensingh..	800
Dacca, &c.....	3200
Jessore.....	22000
Moorsheadabad.....	6500
Nuddrah.....	18000
Burdwan and below.....	7500

Mds. 89000

It is perhaps needless to say any thing regarding quality which all will so soon be able to Judge of themselves but we think that there will be a smaller proportion of fine violet and purple this season than of the last, while coarse and strong red violets which were much sought after last year will be more abundant. The produce is likewise expected to come to market somewhat sooner this year. Prices will range high without doubt for the last arrival from Europe brings accounts of very active speculation in this article, and a general expectation of considerable rise in home prices. The same activity will most probably prevail here, and if the Hon. Company come again into the market there will be much competition for favorite marks. It is said that 210 has been positively refused by the holder of one of the finest marks of Jessore—contracts have been offered in anticipation of delivery, but there has been a general disinclination to sell.

*Bengal Hurkara.*

WM. CAR RAND CO.

## SUPREME COURT.

FRIDAY, NOV. 8, 1833.

**EJECTMENT:—FAIRY HALL.**  
**DOE ON THE DEMISE OF WILLIAM HOPPER v. CLEMENTS BROWN.**

This case came on for hearing on Friday, and, as will be seen, was adjourned until Wednesday.

*Mr. Leath* opened the pleadings.

*Mr. Advocate General* stated the case for the plaintiff.—The Court might perhaps recollect this case being brought before it in January last, and it could not forget that, on account of some informality in the service of the notice to quit, the plaintiff was non-suited. However there would be no difficulty in proving a proper service in the present case, nor was he aware that there was any thing which might place it out of the common order of actions of ejectment. The parties were both officers of artillery, residing at Dum-Dum, and the premises, called "Fairy Hall," were the property of the plaintiff, and rented by Brigadier Brown,—under what circumstances the evidence would shew. He would be able to prove the tenancy, and that notice to quit had, at least, this time, been legally and properly served. It was not for him to question the decision which the court pronounced on the last occasion when the case came before it, or to argue that such a tenancy as the present ought to be discouraged by a Court of Law, but it appeared to him that where the custom obtained of letting property by the month, and proof of the payment of the rent monthly, that a tenancy from month to month should be implied in the absence of express agreement to the contrary. The court would learn that there had been two distinct notices to quit served on the defendant in the present action. The first of which, though his learned friend might dispute the manner of service, was, in his opinion, sufficient to support the present action; while the second being served personally, could in no way be impeached. He would now briefly lay before the court the particular circumstances of the case. It was the wish of Colonel Hopper, after the non-suit in January last, that notice to quit

should be immediately served on Brigadier Brown, so that he (Colonel Hopper) might get into the house before the end of February, but it happened, singularly enough, that at this very time when the notice was to be served the Brigadier issued an order by which the command of Dum-Dum was thrown upon Colonel Hopper, and the defendant, in the mean time, was not to be seen. He (the Advocate General), of course, presumed that some important avocations took the Brigadier from the place. However, early in February, a notice was personally served upon him, besides which a notice to quit on the first of March, was fastened on the gate of Fairy Hall on the last day of January. Whether this latter process was sufficient he did not call on the Court to determine; but he was sure that the Court would decide that the notice served personally on the 5th of February was sufficient for the purpose of this action, and when that was proved and the tenancy and the payment of rent monthly by the defendant, he thought the Court would require nothing further. It might however be asked why the case had not been tried at an earlier day? to this he answered that the delay was occasioned by the absence of Brigadier Brown from Dum-Dum on the day when the notice was attempted to be served upon him, in consequence of which the plaintiff was thrown over the March Term, and in June, the case being set down for hearing, an application was made on the part of the Brigadier to put off the trial on the ground of certain papers, stated to be essential to this case, not being in the possession of the defendant, but which, it was alleged, were at Simlah. He (the Advocate General) did not know what those documents might be, but he must of course suppose they were of great importance, or Brigadier Brown would not on that account have applied to delay the trial. However when they were produced he should have an opportunity of judging of their real value, and till that time he would content himself with proving the tenancy from month to month and the service of notice to determine that ten-

agency at the natural expiration of the current month, which, he apprehended, was all that was necessary to ensure a verdict in his favour, unless there was something in the documents alluded to, of a nature sufficient to deprive the plaintiff of that to which, *prima facie* he was entitled.

*Mr. J. G. Gordon examined by Mr. Leith.*—I am acquainted with both the parties. The late firm (Mackintosh and Co.) were agents for Colonel Hopper up to January last, as such agents we received the rents of Fairy Hall, from Brigadier Brown up to September 1832. The rent was paid monthly; the last we received was for the month of August; I cannot say exactly when it was received, but the payments were made after the rent became due, being regulated by the time when officers receive their pay from Government, viz. six weeks after due. The payments were, however, made every month at the rate of Rs. 200. We did not receive payments for Fairy Hall after September or October, I have never heard that the house has changed owners. I recollect being instructed by Colonel Hopper to inform Brigadier Brown that the rent would in future be 800 Rs. per mensem.

*Cross-examined by Mr. Turton.*—We received charge of Colonel Hopper's property at Dum Dum, from Captain Jervis, previous to which we had an open account with the Colonel, but had not the management of his estate. The money Captain Jervis had collected was received by us and placed to the Colonel's credit by direction of the former. To the best of my recollection all the houses were let at the period we accepted the agency. I think Mackintosh and Co. did not let any of them. When Captain Jervis resigned the management, he went to the Cape and has since died. It was intimated to us that Fairy Hall was let to Brigadier Brown, at a monthly rent of Rs. 200, and to continue so as long as the latter should remain on duty at Dum Dum, but I do not recollect the exact terms. Captain Jervis furnished us with a memorandum of the rates at which the houses at Dum-Dum were let. I have made search for that memorandum but cannot find it, but have found a rough copy made by a clerk of Mackintosh and Co.'s I cannot say whether the original was sent to

Mr. Cleland before his death, but think it likely that the paper was given to Mr. Stacy, the plaintiff's attorney. Amongst the papers of Captain Jervis there is none relating to this matter. (Exhibit No. 1 shewn to witness) I do not recollect ever having seen this before; it bears no signature. To the best of my recollection it contains in substance that which was communicated by Captain Jervis. It appeared to be a copy. (Exhibit No. 2 shewn to witness). This is in Colonel Hopper's handwriting. He returned to Calcutta in 1832. I have not a distinct recollection of Captain Jervis's handwriting. (Exhibits Nos. 3 and 4, being receipts for rent given by Captain Jervis, and admitted by the Counsel for Colonel Hopper to have been signed by the former.) Colonel Hopper received a statement of our account with him on his arrival. I know Colonel Frith; he occupied a house of Colonel Hopper's at the period alluded to, but I cannot say if it was held for the same duration of time. I never heard that Brigadier Brown was desirous to quit the premises, and that Captain Jervis had insisted that he should remain.

*Re-examined by Mr. Leith.*—Colonel Hopper was absent nearly eighteen months. (The learned counsel here put the question whether Colonel Hopper, on his return, had expressed satisfaction at Captain Jervis's arrangement. Mr. Turton objected to the question on the ground that it did not arise out of the cross-examination. The Advocate-General urged that it did, Mr. Turton having inquired if Colonel Hopper had acquiesced in the arrangement. But the Court, on reference to their notes, found that no such enquiry had been made. The question, therefore, was not put.)

*By the Court.*—In the month of March 1832, Captain Jervis made the communication to Mackintosh and Co., of his letting Fairy Hall to Brigadier Brown. They had received the rent of Fairy Hall for March, April, May, June, July, and August, inclusive, in separate payments.

*Sardoodipersaud Bhose, examined by the Advocate-General.*—I am a writer in Mr. Stacy's office and was employed to serve the notices on the defendant. I saw Colonel Hopper sign two notices; copies were afterwards examined by two writers in Mr. Stacy's office.

named Piber and Gill. I served Brigadier Brown with one of them, he said nothing to me at the time. It was at the office of the Military Board in Calcutta, he was in the upper story of the house and other gentlemen were present. After the service, as I was returning towards the Court House, the Brigadier passed me in his carriage and stopped at Mr. Wight's door. I know, the Brigadier, having on a previous occasion served him with a copy of the plaint in this action. I endeavoured to serve him with a notice to quit at Dum-Dum, on the 31st of January 1833, but the sentinel at the gate prevented me from entering. The sepoy inquired who I was and what was my Master's name; I told him, and he refused me admittance; after which I nailed the notice on the entrance gate.

*Cross-examined by Mr. Clarke.*—This was about half after eight o'clock in the morning; I remained at the gate for an hour afterwards. The sentry said the Brigadier was at home but that I could not see him; also, several persons passing to the house with milk, bread, books and letters, said the defendant was within. Finding I could not serve the notice personally I returned to Calcutta for instructions, and Mr. Stacy desired me to return and nail the notice to the gate. I reached Dum-Dum about one o'clock, and having procured a hammer and some nails from Colonel Hopper's molly, I did as I was directed. The sentry, who stood by, said to me, 'do what you please outside but you shall not enter'. On the 5th of February, I served the Brigadier personally at the Military Board, shortly afterwards he passed me and stepped from his carriage into Mr. Wight's office; he had the notice and another paper in his hand. I speak positively with reference to the notice. I was near enough to recognise the hand writing upon it.

*Re-examined by Mr. Advocate General.*—I am certain it was the 5th of February. I made a memorandum of the service by Mr. Stacy's direction.

*Examined by the Court.*—The sentry was pacing up and down, I told him who I came from, and he as well as Colonel Hopper's molly, was present when I nailed the notice to the gate.

Mr. Stacy proved Colonel Hopper's signature to the notices, and deposed that the rent had been tendered to him

by Mr. Wight on behalf of the defendant. The sum was refused because Colonel Hopper was dissatisfied with the amount.

*Rev. T. Robertson examined by Mr. Adv. Genl.*—I arrived in this part of India this very day twenty years ago; during the interval I have resided always in Calcutta and its immediate neighbourhood. I have lived at Dum-Dum several times,—once for a continued period of five years. I own two houses there. I am acquainted with Colonel Hopper and Colonel Follet, both of whom have property at that place. At Dum-Dum, the custom is to let the houses by the month or for the period the occupier remains at the station, but the general custom is to let by the month of 28, 30, or 31 days, as it may be;—the day of quitting is at the expiration of the month, so that the future tenant may enter on the first of the month succeeding. The payments are made monthly.

*Cross-examined by Mr. Turtton.*—Houses at Dum-Dum are let for the period the party continues at the station; but cannot say that it is the common mode. I occupy a house in Calcutta on those terms. It is considered advantageous to let a house for the continuance of the tenant at the station, but at the same time, there is always a stipulation that the payment shall be monthly. Had I been an agent with indefinite instructions, or had given an indefinite commission to an agent to do the best he could, I should have considered this mode of letting advantageous.

*Re-examined by Mr. Advocate General.*—A house is considered let for a month if no other period is mentioned. I cannot say that I should have let it for a longer period had I thought the owner would ultimately return to it.

*Major Tenant Assistant Adjutant General, examined by Mr. Loith.*—(Produces a Book of Orders.) The official orders pass through my hands. I find here an order issued by Brigadier Brown; it has no signature, but it is written in the usual way and any person at the station would act under it. (Some discussion arose with reference to the connection of this order with the case. We understood it to be the document to which the Advocate General alluded in his opening, viz., the order issued by the first in command at Dum-

Dum, to the second in command, when the former is about to be absent from the station. It appeared that the order had been issued the night previous to the day Saroodarpersaud Ghose deposed that the notice had been nailed on defendant's gate. *The Court stopped Mr. Leith* in his examination, and observed that they could not see what reference this had to the case. *Mr. Turton* remarked that it was but the usual order issued when the Military Officer quitted the cantonment. But *Mr. Leith* contended that this course of examination was necessary, as the order was unusual, and issued for the express purpose of defeating the service of the summons of the 31st of January. After some further argument the subject was abandoned and the witness' examination was resumed.) Fairy Hall is, not within the jurisdiction of Military Cantonments.

*Cross-examined by Mr. Turton.*—There was a Committee of Military Officers assembled at Dum-Dum, in February last, by order of the Commander-in-Chief, to inquire into matters relating to Colonel Hopper's property within the Cantonments. I was present. Colonel Hopper was examined as a witness on the occasion; he said that he had asked Captain Jervis if he would look after his property during his absence. (*Mr. Advocate General* objected to oral testimony of the proceedings of the Committee at Dum-Dum being received in evidence. The examination had been taken down in writing, and such being the case, the Court ought not to trust to the witness' fallible memory. *Mr. Turton* urged that the examination before the committee was not a judicial proceeding therefore oral testimony might be received. *The Court* agreed with *Mr. Turton*, but at the desire of the Advocate General, a note was taken of the objection. The examination of the witness was, then resumed.) Colonel Hopper stated before the committee that he had asked Capt. Jervis if he would look after his property in the same manner as Mr. Macpherson had done previously, and the Captain gave a written reply that he would do his best. The occasion of the committee assembling was a dispute between Col. Hopper and Col. Frith, in which the former was dissatisfied with the terms on which Capt. Jervis had let another house to the latter.

Colonel Frith continues to occupy those premises. Colonel Hopper stated before the committee, that though he had reduced the rent of the house occupied by Colonel Frith, Captain Jervis had made a further reduction; and that he did not recognize Captain Jervis as his agent after his return to this country. During Colonel Hopper's residence at the Cape, the rents of houses at Dum Dum were generally reduced. This was about the time of the Half Batra regulation, but I cannot say the regulation was the cause of the reduction.

*Re-examined by Mr. Leith.*—The Commander-in-Chief thought the bargain made by Captain Jervis with Colonel Frith, on behalf of Colonel Hopper, binding. The latter acquiesced in the decision, as the house which Colonel Frith rented was within cantonments.

*Rev. A. Macpherson examined by Mr. Advocate General.*—I collected the rents of Colonel Hopper's property at Dum Dum, from February 1828, to December 1829, when, in consequence of being about to leave the station, I gave up the charge to Captain Jervis. My instructions from Col. Hopper were to let the premises at rents which he fixed. The house was let to Sir A. Macdonald for Sa. Rs. 300 per mensem. I had written instructions from Colonel Hopper which I have mislaid, but the substance was a statement of the rents I was to receive for the houses with explicit orders to allow the houses to remain empty rather than lower the rents. Captain Jervis afterwards applied to me on two occasions but not relating to the amount of rent.

*Cross-examined by Mr. Clarke.* Of course it depends on the amount of rent whether it is advantageous to let premises for a month or for a longer term.

*Re-examined by Mr. Advocate General.*—Colonel Hopper left India for the Cape after I had given charge of the houses to Capt. Jervis; he resided at Fairy Hall from the period it was built until he left for the Cape. The Colonel was at the Cape twice. There was an interval of two months between his return and departure. During the interval the house was let to Sir A. Macleod by Colonel Hopper himself.

This closed the case for the plaintiff. *Mr. Turton* here submitted to the Court that the plaintiff should be nonsuited. He said that the evidence ad-

duced on the part of the plaintiff, clearly shewed that the house called Fairy Hall was let to Brigadier Brown, for the period of his residence at Dum Dum.—That Captain Jervis was the recognised agent of Colonel Hopper, and therefore had authority to let the premises in question to the Brigadier. Although it might be urged that the Statute of Frauds, the 29 *Ch* : 11. c. 3, made all *parble* or verbal leases for a longer period than three years void, still that would not apply to the lease to Brigadier Brown, as, eventually, it might be found to have determined within the period of three years from its commencement;—at all events, there was nothing before the Court to shew that it would have a longer continuance than the period prescribed by law. The learned counsel then drew an analogy between the present lease and one to a clergyman, during the time that he remained incumbent of a paricular living, which, he said, would be a good lease in law. He would admit that the Reverend Mr. Macpherson, the agent of Colonel Hopper before Captain Jervis, was expressly forbidden by Colonel Hopper to let the houses at Dum Dum under certain fixed rents, but he contended that this did not in any way control the general authority given to Captain Jervis. In the case before the Court there was evidence of a memorandum of the terms of the agreement entered into with Brigadier Brown, having been signed and sent by Captain Jervis to the late firm of Mackintosh and Co., and this, the learned counsel submitted, on the authority of the case of *Welford v. Beazley* 1. Ves. Rep. 8, was a sufficient signing of the agreement to satisfy the Statute of Frauds.

Mr. Advocate General, in reply, considered that the case for the plaintiff had been completely made out by the evidence. As to the points of law urged by his learned friend (Mr. Turton) on the attention of the Court, on which he (the Advocate General) thought the case must be at last decided, they were settled by the authorities which had just been put into his hand, and which he (the Advocate General) would quote to their Lordships. Before doing this he would, in answer to what had fallen from his learned friend, state that the evidence clearly showed that the agency of Captain Jervis was bounded by the

express authority before given to the Rev. Mr. Macpherson, that—

*The Court*, after consulting together for a few minutes, said that the Advocate General need not proceed with his argument, as they were with him in being of opinion that there was no ground for a nonsuit.

Mr. Justice Franks then stated his reasons. He said the leasing power of Capt. Jervis having been undefined it was his duty to refer to the Rev. Mr. Macpherson for instructions how to act. The latter gentleman, who gave evidence in a clear and highly creditable manner, had been formerly the agent of Colonel Hopper; when so appointed his powers were limited by the Colonel in the most precise terms. Capt. Jervis was directed to look after the property at Dum-Dum in the same manner as Mr. Macpherson had done; therefore, said the learned Judge, I cannot take it, unless distinctly proved, that Capt. Jervis had authority to let for an indefinite period at a reduced rent. There does not appear in evidence any agreement in writing between Capt. Jervis and Brigadier Brown which could be referred to in the letter of the former to Mackintosh and Co. Any agreement by parole, since the Statute of Frauds, for any term above three years is looked upon in law, merely as a tenancy at will. The lease to Brigadier Brown being to continue during his residence at Dum-Dum, must be considered as an attempt to lease for a longer period than three years, and therefore, we must treat it as a mere tenancy at will. The Law of England, however, requires a notice to quit, and the payment of rent regulates the time of serving that notice in the absence of an express contract. In this case there has been a sufficient notice given to the defendant to quit Fairy Hall by the nailing a written notice on his gate. It is contrary to the Law of England for any man to stop the process of law by his own act;—no man can take advantage of his own wrong. The first notice would have been served on the proper day had not the person entrusted with its service been prevented by the sentry who was placed at Brigadier Brown's gate, as the court has reason to believe, for that very purpose. A question here arose as to whether the sentry may not be considered *quasi* a servant of Brigadier



Brown's and if so, whether his seeing the notice might not be considered a proper service on the defendant. But there was a subsequent notice to quit served personally on the Brigadier, on the 5th of February last, requiring him to quit Fairy Hall on or before the 1st of April following. This was a good notice, it was compulsory to quit on the 1st, while an option, merely was given to the defendant to quit before that time if he thought proper.

*Mr. Justice Grant* agreed that there was no ground of nonsuit. It appeared to him that Captain Jervis was to derive his instructions from the Rev. Mr. Macpherson, and the orders given to the latter by Colonel Hopper were most express. The notice to quit, said the learned Judge, is subject to the custom of the place. We have clear evidence of a custom prevailing here of a tenancy from month to month, therefore, the month's notice to quit must be considered a good notice.

*Mr. Turton* then intimated to the Court, that, as their Lordships had over-ruled his argument for a nonsuit, it was his intention to call witnesses on behalf of the defendant.

The learned Counsel then proceeded to open his case.

*Mr. Turton* said that as his learned friend the Advocate General would be entitled to the last word, it was his (Mr. Turton's) duty to anticipate what he would say in reply. Therefore he might be obliged to trouble the Court at greater length than he could wish. He could not think a person acted with judgment in bringing into a cause that which had nothing to do with it. It was said that his (Mr. Turton's) client had prevented the process of law by placing a sentry upon his house. When evidence such as this had been given—so derogatory to the character of a gentleman, it could not be said that he (Mr. Turton) was wasting the time of the Court by disproving it. He would be able to prove that the man who stated this had not spoken the truth; that Brigadier Brown was not at his own house when the first notice was attempted to be served, and that the subsequent notice was not served upon the Brigadier at the Military Board, as sworn to by the witness, but in the office of his solicitor, Mr. Wight. Brigadier Brown had a strong feeling in this case, and was it

to be wondered at when a quibble of law kept him in the house against his will, and another was now resorted to in order to turn him out? It was said that Brigadier Brown had placed a sentinel at his gate to prevent the notice being served, and one of their Lordships had said he might be considered *quasi* a servant of the house,—he (Mr. Turton) was not at liberty to question the law as stated upon this fact, as to the service of the notice upon the sentinel being tantamount to a service upon his client, but he understood that the service of a notice upon a servant of the house was not considered good service in an action of ejectment. For this view of the law he referred to a case in 5th vol. *Esplanasse's Nisi Prius* cases, p. 153.

*Sir John Franks* here interrupted the learned Counsel for the purpose of explaining what he had said and his reasons.

*Mr. Turton* then continued. He hoped that he would succeed in banishing from their Lordship's minds the erroneous impression that Brigadier Brown had used his Military power to prevent the service of the notice to quit. I will prove, said the learned Counsel, that the witness, who swore to this, has perjured himself in stating that he served the second notice to quit, on Brigadier Brown, personally, at the Military Board—for the Board does not sit on a Tuesday,—which was the day upon which the witness stated the service had been made, and the notice being in fact served on the Brigadier in the office of Mr. Wight. The learned Counsel then said, having made these general remarks, he would now state the true case.—On the death of Sir Alexander Macleod, Captain Jervis wrote to Captain Vanrenen, requesting him to say to Brigadier Brown, that he (Captain Jervis) would let the house belonging to Colonel Hopper, called Fairy Hall, to the Brigadier for the period of his stay at Dum-Dum. Brigadier Brown did not ask for the house the offer came from Captain Jervis. Among gentlemen it is not usual to say where is your authority for acting as an agent? and if Captain Jervis had been alive this would never have been a matter in dispute. He (Mr. Turton) would now offer some remarks upon the nature of the agency. He would prove that the instructions given to Capt. Jervis by

Colonel Hopper were not definite, for the latter had stated, before the Committee of Officers appointed by the Commander-in-Chief, that he did not give any express directions to Capt. Jervis, but simply that he (Capt. Jervis) was not authorised by Colonel Hopper to let the houses for less than they were before let for. The Colonel seems to have thought, said the learned Counsel, that half *batta* or whole *batta* was to make no difference on the rents of his houses—and like the landlords in England, that the halcyon days of 1812 were to last for ever;—that, while all other things were moving and changing, his rents were to remain fixed. Capt. Jervis was at liberty to do the best for Colonel Hopper that he could, for his instructions were neither explicit nor precise. It cannot be supposed that Colonel Hopper requested Capt. Jervis to take the management of the houses, with such superannuated notions as that rents were to remain the same at all times. What would he have said, on his return from the Cape, if Capt. Jervis had told him that his houses were vacant—that they were going to ruin for want of funds for repairs? The evidence shews that it is advantageous to have a lengthened term, and every one knows that a house is sought after, according to the character of the former occupants;—was it, therefore, nothing in considering this question, that a Brigadier had been obtained as tenant? My client, said Mr. Turton, did not ask what was the law—he did not think of taking a legal opinion as to the authority of Capt. Jervis to let the house which he offered. The letter written by Captain Jervis to Captain Vanrenen is lost, but he (Mr. Turton) could state the substance.—Captain Jervis offered the house for 200 sicca rupees per month. The answer to that letter, accepting the terms, was written by Lieutenant Geddes by the direction of Brigadier Brown, for the Brigadier can handle a gun better than a pen,—he never writes his own letters, although he always fires his own gun. After Brigadier Brown had taken possession of Fairy Hall, he found that the house was too large for him, and he informed Capt. Jervis, that he intended to leave it. “Oh! no,” said Captain Jervis, “you have agreed to remain in it during the whole period of your stay at Dum-Dum, here is the letter of Capt.

Geddes on your behalf agreeing to the terms proposed.” My client, continued the learned counsel was therefore obliged to remain in the house; and since the arrival of Colonel Hopper in India, an attempt has been made to turn him out of this very same house. The Statute of Frauds does not prevent a person shewing that there was a memorandum of agreement which is now lost; a memorandum of an agreement for lands, is the same as one for goods, under the statute. The signature of the party to be charged is, in both cases, all that is necessary. A similar question to the present was referred to the arbitrement of three honorable men, and the opinion of one of the most honorable men in the world,—the late Commander-in-Chief, was, that Colonel Hopper was bound by the acts of his agent; this had reference, it must be admitted, to those houses only which were within cantonments, but he (Mr. Turton) did not see how the agency as to those houses without the cantonments was to be tried by different rules. My client, said the learned Counsel, does not care the toss up of a farthing about the possession of the house; he has no wish to remain in it; but he is determined to try the question of law—“you may turn me out by the strong arm of the law” says the Brigadier, “but without it I shall not go.” He (Mr. Turton) had a fellow feeling with his client, and he would spend his last shilling in defence of his rights. The agent in this case, not being paid, had no responsibility if he acted for his principal as he would have acted for himself. It is very different from the case of a paid agent. A letter would be produced hereafter from Colonel Hopper to Messrs. Mackintosh and Co. which recognised the agency of Capt. Jervis, and therefore he was bound by his acts. Colonel Hopper has acquiesced in the case of Colonel Frith which is exactly similar to the present. The Statute of Frauds was made for rogues and not for gentlemen. The learned counsel then concluded by saying the question which the Court had to try was between two gentlemen—two Colonels of the Army, as to whether the one will abide by the word of his Agent, or whether the other would agree to give 100 Sa. Rs. per month more for the rent of his house or be turned out.

The learned counsel, before sitting down, offered, on the part of his client, to submit the case to the arbitration of two gentlemen at the bar; the Court, as we understood, thought this a very fit case to go to arbitration, but the Advocate-General, not being instructed, declined to accede to Mr Turton's proposal. The Court then intimated as Monday was an Equity day, the case must be postponed until the following Tuesday.

The case being resumed, on that day and Mr. Turton, on behalf of the defendant, enquired, if the offer of a reference to arbitration made at the conclusion of the last day's proceedings would be acceded to. The Advocate-General replied, certainly not; and expressed his surprize at the question being put at that stage of the trial. The following witnesses were then called for the defence.

*Lieut. J. H. Daniel examined by Mr. Clarke.*—I am a relation of Brigadier Brown, reside with him, and was with him a Meerut. I have made search amongst the Brigadier's papers for a paper purporting to be an agreement for a lease of Fairy Hall, and which was described to me by Captain Vanrenen. Brigadier Brown aided in the search, but we could not find it. On quitting Meerut for Dum Dum, the Brigadier collected all his papers, some were destroyed, others were kept. It took two or three days to do this, the papers were so numerous. I was told the Brigadier had taken Fairy Hall before this period. I remember the last trial of this cause; on that day Brigadier Brown went to Mr. Melville's in Chowringhee, and did not return to Dum-Dum until the morning of the 31st of January. He left again in the evening of that day and did not return until the morning of the 3d of February. On my return from Calcutta on the 30th January I planted a sentry at the gate upon which the notice was afterwards nailed; the sentry was taken off before day break the next morning and placed half way between the house and the gate, about 140 yards from each, but not visible from the gate. He was not placed at the gate again. I ordered him there that evening for the protection of the property. Brigadier Brown was robbed of a treasure chest about three weeks previously. I recollect the day

on which the notice was stuck up; I did not see it on the gate, it was brought to me on the morning of the 3d of February—the day after the sentry had been removed. I enclosed the notice to Mr. Wight. Brigadier Brown never saw it to my knowledge.

*Cross-examined by the Advocate General.*—Sentries are not often placed at the gate; does not recollect one having been placed there before. I am not aware that another sentry was placed at the gate when the one I ordered went away. I did not go after the trial to Chowringhee with the Brigadier; he told me he had been at Fort Gloucester.

*By the Court.*—It was on the evening of the 31st of January at seven o'clock, that the Brigadier left Dum Dum for Fort Gloucester. It was dark.

*Captain Vanrenen examined by Mr. Turton.*—I am in the Artillery, Captain Geddes is in the same regiment. In Sept. 1831, he was quartered at Meerut and I was at Dum Dum, Brigadier Brown was at Meerut, at that time. I had a correspondence with Brigadier Brown through Captain Geddes, concerning Fairy Hall, and I communicated to him intelligence of the death of Sir A. Macleod, as Brigadier Brown was next in command. I negociated with Mackintosh and Co. for the letting of Dum Dum house, and whilst I was in treaty on behalf of Brigadier Brown, Captain Jervis came over and advised me not to take it, saying I should have Fairy Hall for 200 Rs. per month, provided I would take it for the period of the Brigadier's continuance at Dum Dum. I requested Captain Jervis to put the terms down in writing and to furnish me with a copy, and keep a copy for himself. He reduced the agreement to writing, and it was forwarded to Brigadier Brown. I received an answer through Captain Geddes (exhibit No. 6, *hevu*), and Fairy Hall was taken. Afterwards when Brigadier Brown was desirous of quitting Fairy Hall, Captain Jervis showed the original agreement and urged that Brigadier Brown was bound by it. The latter assented. The copy of the agreement was in Captain Jervis's own hand-writing; the substance was as follows.—My dear Vap.—If you will take Fairy Hall for Brigadier Brown for the period of his stay at Dum Dum I will let it for 200 Rs. per month. At this period Colo-

nel Hopper was at the Cape, he returned, and remained two months in this country. I saw him once or twice; he never informed me of his intention to remain in England. (No cross-examination.)

*Lieut. Daniel recalled and Examined by Mr. Clarke.*—I have seen the correspondence now produced. The letters were written after the decision of the Commander in Chief as to Colonel Frith's residence.

The whole correspondence is far too voluminous for our journal. We select the following:—

*From Colonel William Hopper of Artillery, to Major James Tenant, Assistant Adjutant General, Artillery.*

SIR,—I have to acknowledge the receipt of your letter No. 249 of the 2<sup>nd</sup> instant by order of the Brigadier Commandant, accompanied by a letter from the Adjutant General of the Army, No. 271, dated the 19<sup>th</sup> instant, together with an extract of the proceedings of Colonel Wood's Committee. You request me to acquaint you for the information of the Brigadier Commandant, whether it is my intention to abide by the decision in this case, that the result may be forwarded for the Commander-in-Chief's information.

In reply I have the honor to acquaint you for the information of the Brigadier Commandant, and ultimately for the information of His Excellency the Commander-in-Chief, that it is my intention in compliance with the arrangement proposed by the Select Committee as far as depends upon my own exertions. I am ready to take possession of the House at present occupied by Lieutenant Colonel Frith upon that Officers vacating it. With regard to the House that I occupy, it belongs to the Rev. Thomas Robertson, Senior Presidency Chaplain, to whom, or to his order only I can deliver it up, however, I think that Lieutenant Colonel Frith will readily obtain permission to occupy it upon his applying to the proprietor.

In order to do away any unfavourable impression that may rest upon the mind of His Excellency the Commander-in-Chief arising from the remark made by the Select Committee regarding my conduct in this transaction, wherein they give it as their opinion that leaving all legal formalities out of the question that I was bound in honor to recognize and respect the arrangements of my agent, with all due deference to the opinion of the Committee, I feel it incumbent on me to differ with them on this occasion on the following grounds.

*In the first place, I had duly recognised and respected Lieut. Jervis, as my Agent, during my absence from Bengal, but my return put an end to his Agency. I however went further with regard to respecting his engagements, for I allowed the tenants to occupy the houses upon Lieut. Jervis' reduced rents from the date of my arrival, (17<sup>th</sup> June) until the 1<sup>st</sup> of the following September, when the rents were raised to what they had been previous to my departure, notwithstanding Lieutenant Jervis' agency had ceased to exist on the day of my return to India, consequently I was not bound either by law, equity, or honor to respect the engagements of an agency that was no longer in existence.*

*I have, &c. &c.*

*(True copy) (Signed)*

*WM. HOPPER, Col. Artillery.  
21st March, 1853.*

*From Colonel William Hopper of Artillery, to Major James Tenant, Assistant Adjutant General, Artillery.*

SIR,—I have the honor to acknowledge the receipt of your favor of the 27<sup>th</sup> instant by order of the Brigadier Commandant, accompanied by a Copy of a letter from the Adjutant General of the Army of the 26<sup>th</sup> instant, wherein His Excellency the Commander-in-Chief directs that I may be informed that his Excellency considers me bound as a man of honor by the engagements of my agent, and that I am not at liberty to set aside those engagements till the time for which they were made shall expire.

In reply I beg to say I am truly concerned at having given the Brigadier Commandant and his Excellency the Commander-in-Chief so much trouble, but it entirely arose from a wish on my part to explain the subject more fully than it seemed to be understood regarding the ground upon which the Select Committee took up their position; which became untenable when they came to the conclusion that I was bound in honor to respect the engagements of the late Lieutenant Jervis, whom they considered as my known agent. It is incumbent on me to shew my reasons for saying that the position of the Select Committee was untenable, which I now do in the first place. Lieutenant Jervis was my agent only for the period of my absence from Bengal, or he would only have considered himself authorized to let my houses to the expiration of my Furlough, and that his engagements after the end of three years should have been conditionally to rest on my return. In the second place, the Select Committee say "there was no probability or expect-

tion of my speedy return to this country." I never have expressed to Lieutenant Jervis or any other person that it was my intention not to return when my Furlough should expire. How the Select Committee came to form the idea that I was not expected I cannot conceive. The foregoing reasons had fully satisfied me that I was not bound by honor to respect the engagements which he took upon himself to make beyond the period of my absence; and I therefore concluded, I was only called upon to comply with the latter part of the Select Committee's conclusion, viz. That they saw no other mode of settling the dispute between Lieut. Col. Frith and myself, but by our changing quarters to which I immediately consented, and hoped that arrangement would have finally settled the matter, but now that His Excellency the Commander in Chief is of opinion that I am bound in honor to respect Lieutenant Jervis' engagements I most cheerfully consider that I am bound as a Soldier to respect His Excellency's opinion and to obey it as an order.

I have, &c. &c.

(Signed) WM. HOPPER, Col. Artillery.

*Colonel Frith examined by Mr. Turton.*—I occupy a house at Dum-Dum, belonging to Colonel Hopper; it was let to me by Captain Jervis, and the rent was paid to him until he went away. Colonel Hopper after his return called on me and expressed a wish that I would vacate it as Brigadier Brown refused to leave Dum-Dum. I replied that he might have the house if I obtained leave of absence, and not obtaining it, I refused to give up the house. (The witness then spoke to a quantity of documents which were put in for the defence.) Colonel Hopper did not dispute the agency of Captain Jervis. I paid the rents for July and August after Colonel Hopper's arrival, as usual, to Mackintosh and Co. Captain Jervis was at Dum Dum when Colonel Hopper returned. The latter stated that he had only come back to settle his affairs, and that he should return in the same ship. I thought he was going home for good, but cannot say what Captain Jervis's idea was. Houses at Dum Dum are let at reduced rents to what they were formerly. Colonel Hopper has succeeded in obtaining an increased rent for one of his houses.

*Colonel Frith's evidence related chiefly to the documents produced, and extended to a great length. It however*

presented nothing new or material to the case besides what we have stated.

*Colonel Kennedy examined by Mr. Clarke.*—I was lately on a committee at Dum Dum, assembled by order of the Commander-in-Chief to enquire into matters touching the tenancy of Colonel Frith under Colonel Hopper, and subjects connected with the cantonment generally. Col. Hopper appeared before the committee, the answers were taken on slips of paper transcribed by me, the slips were afterwards destroyed. I compiled and embodied what I transcribed into the report. Colonel Hopper said during the enquiry, that he had appointed Captain Jervis to the charge of his property, to receive his rents, and to make any repairs, in like manner as Mr. Macpherson had done. He was asked, whether the powers he had entrusted to Mr. Macpherson when he went to the Cape in 1827 were specific or discretionary. He replied, he did not give any specific instructions, he merely asked him to look after his property, receive his rents, and make any repairs he thought necessary. The latter expressed his willingness to take the charge and do his best for him.

The Court stopped Mr. Clarke by saying that they did not see what this had to do with the case, as an agent to lease must be duly authorised in writing, and quoted 1st sec. Statute of Frauds.

*Cross-examined by the Advocate-General.*—The note written by Colonel Hopper to Lieutenant Jervis, in reply to which the latter expressed his willingness to act, was about some plants.

Major Tennant was examined by Mr. Turton, and produced copies of sundry letters forwarded by him to the Commander in Chief. On his Cross-examination by Mr. Leith, he stated, that the Military Board sat on Tuesday.

*Mr. Edward Robertson examined by Mr. Clarke.*—I am an assistant to Mr. Andrew Wight, and was at his office when the Brigadier received a sealed packet brought by a writer who stated himself to be in the service of Mr. Stacy. Brigadier Brown gave the packet to me, and it was afterwards given to Mr. Wight who was out when it arrived.

*Cross-examined by the Advocate-General.*—This occurred early in February. It appeared about the thickness of a small brief. I cannot say if it

was, a plaintiff nor can I speak as to its contents.

*Mr. Andrew Wight examined Mr. Turton.*—I am an attorney and received the notice now produced on the 5th of February.

Various other documents were now put in, and the case for the defence was closed.

*The Advocate General* in reply. His learned friend (Mr. Turton) and himself had differed amicably on so many things during the day, that he was happy to find there was one point on which they fully agreed,—that a deal of matter had been introduced which was wholly irrelevant to the case; his learned friend had said so, and as there were not two opinions on the subject, he apprehended, that this part of his remarks was true. Notwithstanding his (the Advocate General's) anxiety to bring this case to a close, being perfectly aware that it had lasted too long a time, he would so far detain the Court as to remark that he was not aware he had uttered one single word in his opening, reflecting on the conduct of Brigadier Brown, which had not been proved by the evidence of his learned friend. The first point he had urged on the notice of the Court, was the placing of a sentry at the gate of Fairy Hall; this, he apprehended, had been confirmed to-day by the gentleman, who, he supposed, was brought forward for the purpose of disproving it; from that gentleman's own testimony it appeared it was the first time he remembered a sentry being placed in that situation. It was true a difference appeared in the evidence of Lieut. Daniel and Mr. Stacy's native writer as to the time of the sentry's removal, but the Court would require something more than this before it fixed the crime of perjury on the latter witness. There might be some mistake in the testimony of the native writer, and if so, was there anything very extraordinary in supposing that the sentry, who was but one hundred and eighty yards from where he was placed the night before, should have returned to his former station to inquire into, or to observe the proceeding of the Attorney's agent. There was nothing extraordinary,—nothing impossible in this; he might return to look at the proceeding, and if not satisfied, to forbid it;—he might have been properly placed within the compound and have

improperly advanced for such purpose. It did, certainly, appear to him (the Advocate General) at the opening of this case; that Brigadier Brown had not acted in the most accommodating manner,—that it was not of much importance to him (the Brigadier) to keep the house, although when most important for Colonel Hopper to have it, then he was stopped from taking it. He (the Advocate General) did not feel much inclined to retract those observations, as they had been confirmed by his learned friend who had expressly told the Court that the Brigadier wished to leave the house. "My client," said the learned gentleman, (Mr. Turton) using a figure tolerably expressive of his meaning, "does not care the toss up of a farthing about the possession of the house; he had no wish to remain in it; but he was determined to try the question at law;" and the learned counsel had further declared that he would have acted in a similar manner in defence of his own rights. Why then should his (the Advocate General's) client be debarred from also taking advantage of what the learned counsel had designated "the strong arm of the law?"—Brigadier Brown might be a prototype, or in the opinion of his learned friend—the beau ideal of a man of honor, but where was the ground of complaining against him, (the Advocate General) for making insinuations which had been so openly avowed? But, however exemplary the Brigadier might appear, or however he might be imitated, his actions, in this case, strongly reminded him (the Advocate General) of a book in which many living characters were displayed. He alluded to Hotspur who would not be exceeded in liberality, but, in the way of bargain, would cavil on the ninth part of a hair—

—"I'll give thrice so much land To any well deserving friend; But, in the way of bargain, mark ye me, I'll cavil on the ninth part of a hair: And this was exemplified by Brigadier Brown; who, in the same manner, exclaimed—"I do not want the house; take it; I would have given it up voluntarily." But when it was convenient for him to do so, he quarrelled, not for the ninth part of a hair certainly—but for what he valued as a copper halfpenny. He (the Advocate General) trusted that the Brigadier would not think himself deceived when compared

with him who Shakspear calls "Gunpowder Percy," and who, to make use of his learned friend's (Mr. Turton's) expression, could also handle a gun better than a quill. With reference to the attack upon the witness, the Serving Writer, he (the Advocate General) trusted he had cleared up the matter as far as the sentry was concerned. This witness' evidence had been subject to so much animadversion, that it was of some importance the Court should be set right as to the further service of the notice to quit upon the Brigadier personally, at the Military Board. It would be remembered that his learned friend had stated the Board did not sit on Tuesdays; yet, singular enough, his learned friend's witnesses had proved that to be the regular day of a trial.—The Court were aware it was not a very easy matter to prove a direct negative; it was, and the only way to do so was by proving an affirmative. Again, there was a singular mistake as to the place of service,—of itself an immaterial point,—the writer stating it was served at the Board, and Mr. Robertson deposing it was served on Brigadier Brown, personally, in Mr. Wights' office. His learned friend (Mr. Turton) said he could not conceive what motive the writer had in assigning one place when it was served in another; therefore, as there was no reason for the writer to tell an unturb, the Court would, if it imputed error to the writer, impute nothing further. But he (the Advocate General) argued there was no error in the writer's evidence,—in this part of it at least. The mistake was evidently with Mr. Wight and his assistant. The witness, Mr. Robertson, had described the paper to be in an envelope and about the size of a small brief. Was it likely that a slip of paper containing four lines could occupy a space equal to that of the brief he (the Advocate General) then held in his hand?—The very appearance indicated the contrary. The point was immaterial—whether served in one part of the town or in another, and he was only surprised his learned friend should waste so much time on a matter which signified nothing. The denial of the service at the Military Board and the acknowledgment of the service at Mr. Wight's strongly reminded him (the Advocate General) of a story, told in the *Dunceiad*, of Pope and Keat, wherein the

former accused the bookseller of having been tossed in a blanket—to which the latter replied angrily, "It was not a blanket but a rug!" So his learned friend (Mr. Turton) exclaimed—"it was not served at the Military Board but at Mr. Wight's office." Having got over this part of the case, the Advocate General continued, he would proceed to the second point which his learned friend had urged, viz. that the same rule ought to decide the Agency as to houses within commandments and without. His learned friend had talked of a Court of Honour,—that there was an obligation on Colonel Hopper to refer this matter to arbitration—and that the same principle which bound him in the other case should also bind him in this. He (the Advocate General) said it ought not. He was not going to question the competency of the members of the Court alluded to, but he was not quite sure that Military officers were the best judges of difficult points of law;—he was inclined to think that they were not. It was true, that all the world was not a military cantonment; and that it was necessary every man should fulfil his engagement, he would also allow;—but he denied that Military men had a more lively feeling of honor than the English gentry at large. It became every man to fulfil the engagements that he makes—but not those which he does not make. The question was whether Colonel Hopper had authorized such an engagement as that before the Court; he (the Advocate General) contended that Col. Hopper had not, and that Captain Jervis was an agent for certain purposes only. The first thing, continued the learned Advocate, if he knew any thing of the matter,—(he was sorry Mr. Turton had left the Court, as he knew something about agency at elections, but one of their lordships was acquainted with the proceedings of Committees of the House of Commons) the first thing to prove was—the Agency. The House Steward or Common Groom of a gentleman might be agents for certain purposes, but before unbounded credit could be given, it must be seen how far their agency extended. There could be no doubt that the powers of Mr. Macpherson were to be the criterion of Captain Jervis's authority. It was admitted on all hands.—(Mr. Clarke here interrupted the Advocate General, and

said it was not admitted. The Advocate-General then went over the principal parts of the Rev. Mr. Macpherson's and Colonel Kennedy's evidence, and expressed his surprize at hearing such an assertion on the second day of the trial. But, said the learned Counsel, if it pleases Mr. Clarke better I shall substitute *proved* for *admitted*.) The learned gent. then continued to argue that nothing could be more specific than the instructions to Mr. Macpherson, whose power, beyond all contradiction was of a limited nature.—That there was no evidence of the fact of such instructions being revoked. But, it was argued, that any such fixed instructions were nugatory the greater part of the property being within cantonments,—this might apply to the houses so situated but whatever restrictions there were on a proprietor within cantonments they could not apply to one without. Why, he would ask, did not the Brigadier agree that there should be a committee appointed to compel Colonel Hopper to sell? The latter would have been satisfied; he would have known that, at least, he would have received the full value of the premises.—That he would have consented might be fairly inferred from his own letter, wherein he offered Fairy Hall at a proper valuation. Was it absurd then to suppose that Col. Hopper would have consented to the appointment of such a Committee? Again, it was urged that Captain Jervis wrote in reply to Colonel Hopper, that he would do his best; and here, said the Advocate General, the ingenuity of my learned friend is truly surprising. Do his best—for what? Did it appear that his letter had reference to any former instructions, and might it not equally be inferred, that it was a reply to a letter from Colonel Hopper directing that his gardens might be planted with mangoe trees or other plants, and that his fields might be sown with maize. But, taking the letter with reference to a communication regarding his authority, what was there in it? Did this compose the whole of the arrangement? He (the Advocate General) apprehended, that when a man said he would do his best, he alluded to something said before—to some specific direction, and not to what might be floating on his own mind. It had been proved beyond all doubt that Capt. Jervis's power was limited to that vested in Mr. Macpherson, and limited

so that he could not let the house for a less sum than it was let for by that gentleman.—Capt. Jervis was not an agent for fixing the rents;—he was not an agent for lowering them,—and as a man of honour, as a man of prudence, Brigadier Brown ought not to have contested this point after having neglected to satisfy himself that Captain Jervis had no authority for what he had done. His two friends (Mr. Turton and Mr. Clarke.) might return home, as he (the Advocate General) hoped they would, with fortunes honourably earned in this country, but should they purchase estates they would not be less gentlemen, if they looked at the title deeds or the authority of the persons from whom they may purchase. It had been proved beyond all question that Captain Jervis's instructions were bounded by those of Mr. Macpherson, and how did his learned friend (Mr. Turton) attempt to get rid of this? His learned friend stated that Colonel Hopper having returned from the Cape for two months, the former power was determined, and there must have been a new agreement. To this he (the Advocate General) answered, that unless it was proved that an authority had determined, it must be considered as still subsisting. Mr. Macpherson clearly stated that his instructions were not to lower the rents, and knowing this, it was Brigadier Brown's duty as an honourable man, on hearing from Colonel Hopper that this was the restriction on the agency, to have given up the house. It had been said by his learned friend that a man of honour would not ask what was the law, or think of taking a legal opinion on Capt. Jervis's authority; but he (the Advocate General) apprehended that if he was a man of prudence also, he would and ought,—for what man purchasing an estate would not wish to see the title? and if he is honourable who does not do so, is he less honourable who does? With reference to the agreement, it had been stated by Captain Vanrenan, that he wrote a letter to which an answer had been received from Captain Jervis offering to let Fairy Hall on condition that it should be taken for so long as the Brigadier remained at Dum-Dum. This letter had been lost, but giving it the same importance as if it had been produced,—the first objection was, that Captain Jervis had no authority to make a lease, and the second, as he had just been



reminded by his learned friend Mr. Leith, who assisted him, that no signature had been proved to the letter. He (the Advocate General) apprehended, it were idle to waste the time of the Court in arguing that the memorandum was useless unless signed by the party. Another objection which he would urge on the notice of the Court was, that there was no settled term specified in the letter from Captain Jervis to Captain Vanrenan. In Watkin's Treatise on Conveyancing it was expressly stated that a term, must, from its very nature have a certain beginning or definite commencement, and a certain or definite period beyond which it could not last. Now the continuance of Brigadier Brown at Dum Dum was about as uncertain as the duration of his life in India; and as such, certainly, it did not come within what the law recognised as a term, the duration of which must be absolutely defined. His learned friend (Mr. Turton) had argued, in anticipation of a nonsuit, that a lease by a Clergyman for the term of his incumbency would be a good lease in law. He (the Advocate General) would not contradict his learned friend, but would refer him to *Comyn's Landlord and Tenant* p. 88, where, on the authority of Lord Coke, the direct contrary is stated. He would not detain the court any longer with arguing that Colonel Hopper was neither bound by law or honor to ratify a contract which he had never made or authorized, but he would briefly allude to the offer to refer the matter to arbitration which had been made on behalf of Brigadier Brown. Why, he would ask, was it made at so late an hour,—after feelings had been irritated,—costs incurred—and an impeachment of this kind made against Colonel Hopper? He (the Advocate General) thought the best arbitrators were an English Judge, Jury and Court of Justice. When Colonel Hopper's principles had been questioned and his conduct brought before the public, would it be doubted for a moment, that it was not fitting and natural for a man wishing to stand well with the world, and knowing his own purity, to wish the contradiction to be as public as the censure. It could not be expected that Colonel Hopper would accept that as a favour which he claimed as a right. He (the Advocate General) asked for a verdict in his favor from

the Court on these grounds;—1st, that there was no authority to enable Lieut. Jervis to let the house at a reduced rent; 2ndly that, supposing there was such an authority, there was no proof of the agreement to let having been signed, and 3rdly, that the term being uncertain and undefined, the lease was void in law.

Mr. Justice Franks then said, the Court has looked with great attention to the evidence brought before it in this case, and the admirable address on the points of law by the learned counsel (the Advocate General) who has just sat down has made a considerable impression. But I differ with the learned gentleman as to the view which he took of arbitrations. It is no doubt true that every British subject has a right to apply to us, as an English Court of Justice, for our adjudication, but I think there are cases when a party would act more prudently by referring to the arbitrement of two or three honorable men of his own rank. The present, I think, is one of such cases. At the same time it must be borne in mind, and the Court in this case have acted accordingly, that when a gentleman seeks a decision of a Court of Law, it is the duty of the Judges to divest themselves of all personal feelings and considerations, and to look at the evidence only which comes judicially before them. The process of inquiry in this case is simple, and as clearly ascertained as any in law. The first question which must be answered by the evidence is, whether the lessor of the Plaintiff is the Landlord of the premises in dispute. The admission of the Defendant himself is conclusive against him. He admits his having taken the House from the Agent of Colonel Hopper and his paying rent for it. This stops all enquiry. Title deeds, documents, and papers ought all to be rejected; the proof is complete on the admission alone. Unless, therefore, the tenant Brigadier Brown, can prove a tenancy for a term of years not yet expired, Colonel Hopper the Landlord, is entitled to recover the possession of Fairy Hall. The law, however, requires that a notice to quit, should be served upon the Defendant. As payment of rent, and the custom of a monthly tenancy was proved to the satisfaction of the court, we thought it our duty to declare, that the notice of a

month served on Brigadier Brown personally was sufficient. This would have settled the case, had there not been other evidence offered by the defendant, and as this has now been gone into, we must examine the nature of it. The affirmative which the defendant ought to have proved, may be divided into two points—1st. That a proper and sufficient authority was given to the agent of Colonel Hopper, in order to enable him to make a lease of Fairy Hall, and 2ndly, that the lease was for such a definite term as can receive the recognition of the law. My opinion is that neither of these points has been sustained by the evidence. In order to constitute Captain Jervis an agent for the purpose of making a lease of this house, a written authority under the hand of Colonel Hopper was required; but there is no such authority proved. The defendant has attempted to prove some kind of an authority, in putting Colonel Hopper in the situation of a defendant in equity by reading his answers to the questions put by the Committee of Officers. There is, however, nothing elicited—nor is the evidence on this point so distinct as to coerce the court into the decision that Captain Jervis had authority to make the lease. And further, there is no evidence before the court of a contract, to grant the lease, properly written and signed. This part of the case has been mixed up and blended with matters of purely an equitable nature, and with which we, sitting here as a Court of Common law, have nothing whatever to do. The observation which came from the learned counsel Mr. Leith, is most forcible and important. There is not, as he properly says, any proof before us of the signature of Capt. Jervis having been put by him to the memorandum of agreement for the lease of Fairy Hall. This is the writing produced, and relied on by the Defendant, as a lease. But no proof has been given of its having been signed, and by wanting the signature, it cannot be a lease according to the provisions of the Statute of Frauds. On these grounds I am of opinion, that the Lessor of the Plaintiff, Col. Hopper, is entitled to the immediate possession of his house. I wish it also to be known, that if there be any adventurous spirit of litigation in Court that would file a Bill in equity to try any equitable rights which either of the parties may be sup-

posed to have, that it cannot have any chance of success.

*Mr. Justice Grant.*—Said he agreed with his learned brother, and very much on the grounds stated by him. The material facts of this case may be held within a very narrow compass. I cannot, said the learned judge, help thinking that it is extraordinary the learned counsel for the defendant should have attempted to impeach the credit of the serving writer when they admitted the service as proper, although they disputed the place; Briadier Brown, it appears, was from home when the writer endeavoured to serve the first notice, and therefore, there was no use in examining witnesses about the sentry stationed at his gate. I think, however, that there is nothing to impeach the credit of the serving writer. It must be kept in mind that we are here trying an Ejectment. Without going over again the same grounds I shall simply state, upon the authority of *Coke upon Littleton 45b*,—a book of the highest authority, that a term must have a certain beginning and a certain end. Nothing could be more uncertain than the period of the Brigadier's residence at Dum Dum, which was the term attempted to be created by Captain Jervis. But passing by this, and looking at the authority of Captain Jervis, we find that it is imperfect. By the 1st section of the Statute of Frauds the appointment of an agent is required to be by writing. All the cases in the Books of Reports on this section are merely in Equity. On referring to the 3d Section, of the same statute, we find several important undertakings, pointed out, but none of these is so important as giving a title to land, which is the subject of the first section. It is my opinion, that the Legislature have, purposely, varied the terms in the 3d Section, in order to enable an agent by a writing under his signature to do those acts particularly specified in that 3d Section;—but this does not give him authority to do that which is more important, and which forms the subject of the 1st Section unless duly constituted by writing. This is not a fanciful distinction for Lord Redesdale took the same view of the matter in the case of *Clinan v. Cooke. 1st Sch. and 1st Rep.* The case before us, however, does not rest here; for, if there had been evidence, which there is not, of a written

authority to Captain Jervis to make the lease, still there is no evidence of a writing having been signed by him, which is necessary to constitute a lease. The question whether there was a signature to the memorandum of agreement was not put to any of the witnesses. My conclusion was, that it could not be answered in the affirmative, and therefore it was not put. To persons not lawyers, this may appear a very trifling omission; but the contrary is the fact, it is most important. The learned Counsel for the defence must have known that the signature was as essential as the writing itself. Not having been proved that Capt. Jervis signed, it must be thrown aside altogether as nugatory. Another defect in this memorandum, which I may also mention, is that it only states the terms of the agreement on one side and therefore cannot be resorted to in order to find what really was the contract entered into between Lieut. Jervis and Brigadier Brown. Upon these several grounds I am of opinion, that the lease to Brigadier Brown is not a valid lease within the Statute of Frauds, and that, therefore, there ought to be a verdict for the Lessor of the Plaintiff Colonel Hopper. The learned Judge then concluded by lamenting that so much irritation had been exhibited by both parties, which had prevented a settlement of their dispute by arbitration.

*Mr. Clarke* rose and intimated to the Court, that as his learned leader was absent, it was his (*Mr. Clarke's*) duty to request their Lordships to reserve permission for *Mr. Turton* to move to enter up a non-suit.

*Mr. Justice Franks*.—Certainly not:—as a lawyer I do not hesitate to say, I never saw a clearer case than that made out by the Plaintiff, or one which was less supported by evidence on the part of the defendant.

*Mr. Justice Grant*.—I am of the same opinion; and, although I would not wish to anticipate that which I may be called upon to say, if this case be brought before us again under a different form, I think there is little chance of a favorable issue to any such attempt.—*Englishman*.

SATURDAY, NOVEMBER 16.

#### CRIMINAL INFORMATION.

The Court sat until after six o'clock, hearing the case *Hurry and others v.*

*Henry Gouger*. When it was about to rise, *Mr. Turton* intimated that he had a motion, for a criminal information which is not allowed, without the permission of the Court, to be made on the last day of term; but as it must be made within the term, probably the Court would allow. on his mentioning it now, the matter to come before it on Monday as the last day of term, by which means he should be enabled to serve a notice on the party he moved against. The Court were about to agree to the learned Counsel's suggestion, when *Mr. Clarke* urged that assent should be given saving all just objections, as it might appear that it was in the power of the party to move a considerable time before the present day.

*Mr. Turton* then said rather than submit to such terms he would proceed with the matter now although the hour was so late. He regretted extremely that he should have to make this application; it was at all times painful for counsel to move for inquiry into the conduct of members of the profession, but in this country, where habits of intimacy so generally existed amongst the profession, it was peculiarly painful. However, he must do his duty, and he thought it would appear to the Court, after the affidavits had been read, that the application ought to be granted. As merely introductory to the present application, he would mention that a case came before the Court during the last term, in which *Dent and Co.* were plaintiffs, and *Bruce, Shand and Co.* defendants. In this action *Mr. Stacy* was plaintiffs' attorney and *Mr. Wight* defendants' attorney, and a verdict was given in favor of *Dent and Co.* *Mr. Wight* requested *Mr. Stacy* to furnish a memorandum of the debt and costs, which, at first, the latter declined to do, but afterwards consented, and a cheque was forwarded to *Mr. Stacy* for the amount. Shortly afterwards it appeared that *Bruce, Shand and Co.* objected to an item of charge for forty rupees for duplicate protests for London and Canton, and in consequence of this *Mr. Stacy* informed *Mr. Wight* that the amount should be repaid if he (*Mr. Wight*) insisted upon it. It was an omission of his (*Mr. Turton's*) in not applying for the costs of protesting, he being plaintiff's counsel in the case; it did not occur to him to make the ap-

attention at the time, as the charge is usually admitted. It appeared that several communications took place between Bruce, Shand and Co., Mr. Wight, and Mr. Stacy, with reference to the charge for double protests, Bruce, Shand and Co. objecting to pay more than twenty rupees and Mr. Stacy offering to return the whole amount charged; at last Mr. Stacy sent a note to Mr. Wight containing his proposal, and requesting that he might not receive any further notes on the subject, as he had neither time nor inclination to attend to them. This note was sent on the evening of the 7th instant, and on the morning of the 8th, the cause, *Doe on the demise of Hopper v. Clements Brown* was going on, in which Mr. Stacy was attorney for the lessor of the plaintiff and Mr. Wight was attorney for the defendant. Mr. Wight met Mr. Stacy in the verandah of the Court House on the morning of that day, and they conversed familiarly together as usual, but in the afternoon, Mr. Wight came up to Mr. Stacy in the Court Room while he was standing by his Council in the cause and said "Don't send me any more impertinent chits,—I won't receive them.—I won't receive this," and throwing the note where Mr. Stacy was Mr. Wight added in the coarsest language that could be applied, if Mr. Stacy sent any more such chits he (Mr. Wight) would kick him. Mr. Stacy did not interrupt the proceedings, but after the Court rose, he applied to a respectable gentleman, Mr. Sandes, and on his application to Mr. Wight, Lieut. Daniel was referred to as his (Mr. Wight's) friend. The result of this was that Mr. Wight stated to Mr. Sandes he was sorry that he had used such gross and unjustifiable language to Mr. Stacy, and the latter expressed himself satisfied with the apology. On the following Monday a letter was received by Messrs. Stacy and Baillie from Mr. Wight, the object of which would not admit of a doubt. The same friend (Mr. Sandes) was again resorted to by Mr. Stacy, but he decided that, as Mr. Wight had already done that which it is usual to require, and having once made an apology, it was wrong in him to rip up the quarrel again. The learned counsel said that it was clearly Mr. Wight's object to incite Mr. Stacy to fight a duel. (He then read the letter, which will be

found inserted below, and commented on various parts of it, particularly on the words "Your Mr. Samuel Partington Stacy," which were conspicuously written in one line.) The learned counsel continued, he had no hesitation in saying if this letter had been sent alone, unconnected with other circumstances, it would have been barely possible for a gentleman to pass it over; but the Court would look at the whole of what had occurred, and when it remembered Mr. Stacy's application for an explanation though Mr. Sandes, in the first instance, it would not consider that he had no right to apply to the court on the second occasion. It was highly desirable that the whole business of the profession should be conducted in a way the least calculated to irritate; here the question was, whether a professional matter should be made a subject for insult; if such a course was to be introduced the whole business of the court would fall into the hands of the strongest attorney. The learned counsel concluded by stating that Mr. Sandes had advised this application to the court and expressing his own anxiety to abstain from any remarks that might annoy Mr. Wight.

The learned Counsel then put in Mr. Stacy's affidavit, which set forth:—that about the 24th of Oct. last, Mr. Andrew Wight requested the deponent, as plaintiff's attorney in the cause *Dent and others v. Bruce, Shand, and others*, to send him a memorandum of their balance due to the plaintiffs by the defendants, the sum having been recovered in Court, and Mr. Wight being defendants' attorney in the action. The deponent in reply at first excused himself from acceding to the request, as he was at that time very much engaged, but at length promised to send the desired memorandum should he recollect to do so, and a few days afterwards he wrote a short note to Mr. Wight informing him that the balance was Rs. Rs. 37,502. On the 28th of Oct. the deponent received a cheque from Mr. Wight for that amount; the cheque was immediately indorsed and handed for realization to one of the plaintiffs in the action. On the 31st of October, Mr. Wight informed the deponent that the defendants, Bruce, Shand and Co., had objected to an item of charge for a moiety of costs of protest of the acceptance, on which the action was

brought, the deponent thereupon informed Mr. Wight that the said charge of forty rupees should be repaid him if he insisted upon it, as the deponent had not specified that the memorandum contained a charge for protests, which the plaintiffs were not entitled to under the verdict of the Court. Mr. Wight replied that the objection came from Bruce, Shand and Co., and not from himself. After some further communications the deponent expressed his willingness to return the forty rupees if a receipt for the same were sent to him, and he again informed Mr. Wight, about the commencement of the present month, of his readiness to do so, as he was not strictly entitled to the costs of protests under the verdict of the Court; but that under such circumstances, he would refuse his consent to any application to take the acceptance out of Court, or give any receipt or acknowledgement for the amount paid to him, though he was willing to enter satisfaction on the record of the action. On the 5th of November, and up to the 7th, several applications were made to the deponent on this matter, and on the evening of that day he wrote to Mr. Wight stating his intention to return the charges for protest on a receipt being given, but, informing him that all further correspondence on the subject must cease, as he had not time to attend to it. On the morning of the 8th inst. the deponent met Mr. Wight in the verandah of the Court House, and they conversed together in a friendly manner. During that day a case of objection came before the Court, in which the deponent was attorney for the lessor of the plaintiff, Colonel Hoyer, and Mr. Wight was attorney for the defendant, *Brigadier Brown*; about 4 o'clock in the afternoon of that day Mr. Wight approached the deponent, who was sitting behind the Advocates General, counsel for the lessor of the plaintiff, with the letter last mentioned in his hand, and addressed him thus, in the hearing of several persons: "Send me no more of your impertinence; if you send the more of your impertinent chits I won't receive them; I won't receive this," and throwing the letter on the floor, near the deponent, instantly added, "If you send me any more such chits I will kick your . . . . The deponent made no reply to this but "very well" or "very good," and as soon

as he was able to leave the Court he consulted his friend Mr. Thomas Sandes, and after informing him of the whole circumstances requested that he would act as he thought proper on the occasion. At 9 o'clock on the same evening, the deponent again saw Mr. Sandes, who informed him that he had communicated with Mr. Wight, and with Mr. Wight's friend Lieut. Daniels, and that Mr. Wight admitted that his language to the deponent was very gross, offensive, and unjustifiable, and that he regretted having made use of such language. Mr. Sandes expressed himself satisfied with this apology, and the deponent also expressed himself to Mr. Sandes, satisfied with the apology so made. On the 11th of November, the deponent, on his return to the office from the Court House, found a letter addressed to Messrs. Stacy and Bailhe by Mr. Wight. The deponent believes the object of the letter was to get rid of the apology Mr. Wight had made, and induce the deponent to send him a challenge. The deponent again waited on his friend Mr. Thomas Sandes and submitted himself to his (Mr. Sandes') advice, and after some consideration, Mr. Sandes said that in his opinion, after what had previously taken place, the deponent should not make any reply to the letter but apply to this Honorable Court.

The following is the letter alluded to:

*Dent and others v. Bruce and others.*

Messrs. STACY and BAILHE.

Sirs,—In reply to your letter of yesterday, I beg leave to send you a receipt for Rs. 50,663, being the amount of the debt and costs recovered in the above action, and paid you by me some time since, and I will thank you to sign and return the same. The *Sicca* Rupees 40 overcharged you can return per bearer.

I now come to observe upon the contents of your letter under reply, which much surprised me.

In the first place you commence by stating, "We repeat what we have frequently written. Send a receipt for forty Sa. Rs.," thereby conveying an assertion that you had frequently written me, requiring a receipt to be sent for that sum, with the exception of what you state in your letter of the 6th. I deny that you ever either wrote, or personally desired me to send a receipt for that money, and therefore I, without any hesitation, pronounce your assertions to be false.

In the next place you continue the statement thus, "and which you yet

paid, knowing, as we presume your clients were otherwise liable," thereby insinuating, if not asserting, that I have paid you the overcharged 40 Rupees, with a thorough knowledge that my clients were liable for them, and that I had, in the first instance, sanctioned the charge by making the payment. If my interpretation of your words be correct, I have to repeat the charge of falsehood, and deny that I have made the payment under such terms.

Your Mr. Samuel Partington Stacy may perhaps have not forgotten, that I asked him to send me a memorandum of the aggregate amount of principal, interest, and costs due, and that I would pay the amount. He did give me the statement of the amount in aggregate, amounting to Sixty Rupees 37,801-11-4, which believing him to be a correct man of business, I took for granted as right, and procured a cheque from my clients for the amount, and personally delivered it to him in Court on the 26th ultimo, asking him at the time to send me a receipt for this sum, and a statement in detail of the debt, interest and costs under his attestation.

No receipt having reached me by the 30th ultimo, I again applied for this, when the receipt and statement were sent and the Sixty Rupees 40 for costs of protest objected to by my client, consequently the receipt was returned to be corrected.

Therefore, until I saw the charge in the detailed statement upon the 30th ultimo, I was in utter ignorance of having paid the same overcharge but on the contrary, firmly believed that I was paying only what Mr. Stacy was entitled to demand, viz the debt and costs in the action; therefore the insinuation made to cloak the shabby mode of obtaining the sum overcharged is low in the extreme.

The request that "all further correspondence may cease on the subject as you cannot afford time for it," is an ill-bred and arrogant attempt to get quit of, or quash an important subject, and therefore merits no further notice.

I have the honor to be,  
your obedient servant,  
(Signed) A. WIGHT.

Mr. Justice Frankel thought the letter just read was sufficient to induce the Court to think that it had been written

with reference to the first occurrence, and was enough to authorize the granting of the order nisi. But before the application went any further he was desirous to make a few observations. The language made use of to Mr. Stacy by Mr. Wight, was not such as is used by gentlemen moving in respectable society, he could not but commend the apology which had afterwards been made through Mr. Sanders. Mr. Stacy had shewn much temper, and Mr. Wight, in that instance, proper feeling, and, perhaps, the same feeling might still influence Mr. Wight, and the matter might be prevented proceeding any further. He (the learned Judge) mentioned this without having any idea how such further apology might be received by Mr. Stacy.

Mr. Justice Grant was averse to giving any *ex-parte* opinion on the subject, but in concurring that the order nisi should go, he felt satisfied the subject was one in which the Court ought to interpose its authority. There were no occurrences so painful to the Court, so calculated to impede applications for justice, or to lower the character of those whose profession is connected with its administration than such as that before the Court. It was impossible to separate the two circumstances. On the first occasion, language had been used to which his ears had not been accustomed, and it was very much to be regretted that any gentleman should so far forget himself and the place in which he stood at the time he made use of the offensive words. He felt, however, satisfied that Mr. Wight had done all he could to set himself right, by an apology, in the opinion of those who heard the expressions, and he (the learned Judge) thought Mr. Wight ought to follow the course in the second instance which he had pursued in the first. What, continued the learned Judge, will be said by the natives of this country when they find one gentleman applying language to another which cannot but be considered as disgraceful? Therefore I do hope that this matter will be arranged, and not only on that account, but for the sake of the kind feeling which ought to prevail among the profession, — *Englishman*.

## INSOLVENT COURT.

SATURDAY, NOVEMBER 9, 1833.

(Before Sir John Franks.)

## IN THE MATTER OF PALMER AND CO.

Mr. Prinsep made application for an order *nisi*, on behalf of Colonel Johnson and his lady, for that gentleman to be allowed a set off in his account with the Assignees of the Insolvent estate, and to have the matter referred to the Examiner for examination and report. The claims which the Colonel had against the estate were three;—first, the interest that was due at the time of the failure on the sum of Rs. 30,000, to which he was entitled by the terms of his marriage settlement, amounting to four hundred and odd rupees;—second, the sum claimed as the life interest of Colonel Johnson and his lady, or at any rate of Colonel Johnson, which as an annuity he claimed to be allowed the value of;—and thirdly, a sum of Rs. 23,379 11, to which his wife was entitled at the time of the failure, but which had wrongfully been placed under the head of trusts to his children, no such trust having ever been executed. The circumstances of the case were these. Many years ago, on the marriage of Colonel Johnson with his present lady, who was the daughter of a Mr. Rider, a marriage settlement had been executed devising to them in equal proportions, a sum of Rs. 30,000, of which they were to enjoy the interest for life, but which was to devolve on their children at their decease. Mr. John Palmer and Mr. Rider, the father of Mrs. Johnson, had been appointed trustees to this settlement, and on the death of Mr. Rider, Dr. Russel had been appointed in his room; but as that gentleman had since then returned to Europe, Mr. Palmer was the sole surviving trustee in the country. By the terms of the settlement this 30,000 rupees should have been invested in Company's paper, but at the time of the failure it was discovered to be uninvested, and in the hands of the firm of which Mr. Palmer was a member: consequently the firm were debtors to the parties. The sum of four hundred and odd rupees claimed as a set-off was the amount of interest due on the above principal at the time of the failure. The other sum of Rs. 23,379 was the share to which Mrs. Johnson was entitled of her father's property. Mr. Rider at his

death left two legitimate daughters besides Mrs. Johnson, who was illegitimate; and, as no provision had been made for the latter, her two sisters had agreed to give her an equal share of their father's property. The share so given was the third sum claimed as a set-off, the interest of which Mrs. Johnson had all along received regularly since the division just alluded to. Instead however of being placed to the account of this lady it had in some unaccountable manner been placed to the credit of her children, though neither herself nor her husband had ever given any authority to that effect. Mr. Palmer had been left by the will of Mr. Rider simply his executor; and as the two legitimate daughters had voluntarily conceded to their sister an equal share of their father's property, he took it that her husband was entitled to claim that share.

The matter was referred to the examiner to ascertain—first, the correctness of the arrears of interest claimed; secondly, the value of the husband's life interest in the 30,000 rupees,—and thirdly, in whom the third sum, claimed in right of Mrs. Johnson, was legally vested. The order *nisi* applied for was granted, and directed to be served on the Assignees.

## IN THE MATTER OF ALEXANDER AND CO.

This being the day appointed for the final hearing in this matter Mr. Turton, on behalf of the Assignees stated that he had to explain a little deficiency which he thought was made good by an affidavit that he held in his hand. It was merely to explain why they had not produced in Court the *Mofussil* Newspapers in which the last notice had been published. The affidavit set forth that Mr. Andrew Wight had forwarded instructions (in compliance with the directions of the Court) to the conductors of the *Meerut Observer* and the *Mofussil Ukhbar* to insert the notice in their papers of August, and to repeat the insertions in October; and likewise to send him copies of the papers containing those notices;—that he (Mr. Wight) had received the papers of August, but that those of October had not yet arrived, though he had again written for them;—and that he verily believed that they had been inserted according to the instructions given. (Mr. Turton) hoped

the Court would think this explanation sufficient, and not postpone the hearing, which would put many persons to great inconvenience.

A gentleman belonging to the *Englishman Office* having stated that he had seen the last notices alluded to in the *Mohusal* papers for October, Sir John Franks thought the explanation satisfactory, said he would not give Mr. Turton any further trouble, and, after demand-

ing several times whether any one opposed, and being informed that no one did, and that none had been entered, he said, "there being no opposition from any one to the discharge of those gentlemen, it is to be inferred that there is no cause for any," and accordingly declared them entitled to the benefit of the Act.

Similar orders were passed in each of the separate estates of the respective partners of the late firm. - *Bengal Hurkara.*

## POLICE OFFICE.

SATURDAY, NOV. 9, 1893.

*Before D. McFarlan and W. C. Blayquiere, Esquires.*

This was a charge of assault preferred by Mr. John Spence, of the Calcutta Hotel, against Robert Wigram Hughes, Esq., C. S. The following is a report of the depositions and examination: -

*John Spence sworn.* I am a Hotel-keeper, residing in Becker's Place, in the town of Calcutta. On Thursday evening, the 31st October, at about 8 o'clock, Mr. Hughes, the defendant, accompanied by another person, who is a stranger to me, as I was informed by one of my servants, wanted me to furnish him with a warm dinner. I went to Mr. Hughes, who with his hat on and a stick in his hand was standing with another in the inner gateway of the Hotel, and asked him what he required, imagining that he had just come in from the street. I was not aware that he had that day dined at the *table d'hôte*, till informed of it the next morning by a gentleman, it being customary for the Steward, if a person who is well known take a seat, not to say any thing at the time, but merely to put his name down. Mr. Hughes said he wanted a dinner for a friend; I said that I could not accommodate him, as the *table d'hôte* was over; on which Mr. Hughes retorted that I was a d-d, disobliging person and an impudent fellow. I replied I am sorry for it; on which Mr. Hughes went to the guests at the *table d'hôte*, saying, he would inform them of my conduct, and on his return he told me that I was a d-d liar and a rascal. I said 'thank you Mr. Hughes, you are very civil.' Mr. Hughes began to call out 'a *kidnagar*, *kidnagar*;' I enquired whether he had any servants in waiting, and not understanding his reply, added, 'Mr. Hughes, you have no servants here, and you had better leave

the house, and not come into it again. Mr. Hughes, whilst I was leaning against the railing of the *balustrade* with my back to the door, being at the time sick with a fever, struck me a blow on the face with his clenched fist, which grazed my cheek. I staggered on receiving the blow, and Mr. Fergusson, a visitor of mine, who happened just to be quitting the house, on perceiving the assault remonstrated with Mr. Hughes, and seized him by the waist. After Mr. Fergusson let him go he went away with his companion, by which time the company at the *table d'hôte*, hearing the fracas, came out. I used no abusive language to Mr. Hughes, as he has stated, and my motive for instituting this suit is to have a public negative to it, Mr. Hughes' dissemination tending to injure me with the public. I heard that cold refreshments had been offered by my servant to Mr. Hughes, and refused by him previous to this affair.

*Robert Wigram Hughes examined.* - I am a Civil Servant, and reside in Calcutta. On the day this transaction occurred, I expected two friends to dine with me at the *table d'hôte* in the Hotel, and ordered the Steward to lay a couple of plates more on this account. One of my friends arrived in time and partook of the dinner, but another did not come till 8 o'clock, by which hour the cloth had been removed from the *table d'hôte*. On this I asked the *kitnagar* if he could let me have something warm for my friend, who had just come from Barrackpore, and on the *kidnagar* refusing, I asked for the cold remnants of the dinner of the *table d'hôte*; this being likewise denied, I desired the *kitnagar* to inform Mr. Spence of my request. Mr. Spence came out, and enquired what I wanted. I replied that I would feel obliged if he could let me have any victuals, either hot or cold, for my friend to dine. Mr. Spence refused, alleging that the dinner at the *table*



~~that~~ was over, and he had nothing to give me. On which I said, that he was a d—d disobliging and impertinent fellow: to which Mr. Spence replied either—that he would be d—d if he would give me any damage now, or that he would see me d—d if he would give me any dinner; I am not positive as to the two expressions, but it was one of them. I said, I would inform the guests at the *table d'hôte* of his strange conduct, and went to do so; and taking my hat and stick which were in the guest room, wished the friend who had already dined good bye and went out, at the same time calling two of my servants who were then in the house in order to tell them to get something for my guest ready at my residence in No. 8, Writers' Buildings. After this I went out with my friend to Government House, and from thence to the Buildings. I never struck Mr. Spence; and as to the expression of d—d liar and rascal I never used it. I believe I called him a d—d impertinent fellow, after his using that abusive expression to me, and not before, as a kitnudgar of mine can prove on oath. I certainly expected more indulgence from Mr. Spence, considering that I had frequented his house for these two months and upwards.

James Fergusson, a clerk in the Military Auditor General's Office, deposed:—On Thursday, the 31st October, I was going to the Mission Church, and called at Mr. Spence's Hotel to see if he had recovered. About eight o'clock or thereabouts, I was leaving the house with an intention to go to Church, when I heard Mr. Hughes say to Mr. Spence 'So you will not let me have some dinner,' and Mr. Spence replied he was sorry to say he could not. Mr. Spence spoke this in a weak tone of voice, neither angrily nor sulkily. On this Mr. Hughes said to Mr. Spence you are a d—d disobliging and impertinent fellow. Mr. Hughes after saying this went into the room of the *table d'hôte*, but returned immediately afterwards, and though Mr. Spence was silent at the time, he called him a d—d liar and a rascal, and struck him a blow on the

front part of his head with his clenched fist. Mr. Spence staggered; I seized hold of Mr. Hughes and remonstrated with him, and when I let him go he went out. There was plenty of light in the passage to enable me to see the whole transaction distinctly.

In reply to Mr. Hughes.—You had a stick at the time you struck Mr. Spence. You struck him with the other hand, but I cannot positively say in which hand the stick was. I was more desirous of rescuing Mr. Hughes than attending to such trifling and minute distinctions. I did not drink any liquor at Mr. Spence's that day. I had drank tea. I very seldom drink coffee, as my constitution will not enable me to do so.

Punchon durwan sworn. I heard an altercation betwixt my master and Mr. Hughes on an evening upwards of a week ago, when Mr. Hughes seized my master by the neck and struck him in the face. Mr. Fergusson seized Mr. Hughes and spoke to him, and on his letting him go he went out.

This closed the case for the prosecution, and defendant called his witness.

Peeroo kidnadar deposed. About a week ago I went with Mr. Roht. W. Hughes to attend on him at dinner, at Mr. Spence's. My master expected a couple of guests, one of whom came late, and on my master asking for dinner for him, and being refused by Mr. Spence, they had abusive words. My master sent me off to call the mate bearer, on my return I learnt that my master had struck Mr. Spence. No other evidence was called on either side.

The Magistrates, after a long consultation, asked Mr. Spence if he wished to prosecute in the Supreme Court or abide by the award of this court? Mr. Spence said all he wished was for Mr. Hughes to retract his imputation of being abused. The Magistrates said they had no power to force him to do that. Mr. Hughes was fined 100 Rs., the Magistrates observing that they could not fine to a greater extent.—*Englishman*, Nov. 11.

## SILK MART,—NOVEMBER 1.

### No. 33.—REPORT UPON RAW SILK.

The demand for Raw Silk at moderate prices has been steady throughout the past month, but transactions for the English market have not been large. Towards the close of the month, news of the failure of the Canton crops of Raw Silk increased the demand here for

the Bombay market, and a rise of 4 annas per seer may be quoted generally as the consequence. The September and October bunds, though small, have been very good, and the crop from the November bund is expected to be a very fine one. The total supply of the year will however not shew any important increase.

<i>Particulars of Importation and of Price to 31st Oct 1833</i>											
unds	s	d	c.								
209	21	0		Bauleah, mostly inferior quantities, for the Bombay market, only about 30 mounds have been taken for England at 8 1/2 to 8 Rs. 12 A. per factory seer. Some parcels remain on shew						one-half taken for Madras and Bombay. For the English market prices have ranged from 8-4 to 8-10 per factory seer	
								19	12	3	
								577	8	2	
								42	7	6	Country wound.
46	21	7		Cossimbazar, of good quality, sold at 10-10, none at present in the market.				361	3	0	Waste inferior
								1002	18	13	
46	0	0		Gonates, native filature, imported to order and not exposed for sale, prices range at from 10-8 to 11-4 per factory seer.							
255	33	13		Madragore, mudding quality, rainy season but of better color than usual, about							
<i>Exportation for October.</i>											
				To London, ...	133	bales mds.	240	10	0		
				" Liverpool, ...	39	" "	84	0	0		
				" Madras, ...	23	" "	48	2	0		
				" Bombay, ...	42	" "	187	30	0		
				Total, ...	241		514	18	0		
				Calcutta Courier, ...			W. CARR & CO.				



## CIVIL APPOINTMENTS, &c.

[FROM THE 1ST JANUARY TO 5TH FEBRUARY.]

### GENERAL DEPARTMENT.

- Alexander, G., Mr., to officiate as Second Deputy Collector of Customs at Calcutta, during Mr. Walker's absence. Jan. 22.
- Barlow, R., Mr.: Commissioner of Revenue and Circuit Allahabad Division, obtained an extension of leave for one month. Jan. 29.
- Barlow, R., Mr.: Simon, permitted to proceed to Europe, on furlough. Feb. 5.
- Cartwright, C. R., Mr.: permitted to proceed to Europe on furlough. Jan. 29.
- Dick, H. L., Mr.: Writer, leave for six months, to proceed to sea, on medical certificate. Jan. 22.
- Grant, J. W., Mr.: appointed Commercial Resident at Hariped. Jan. 15.
- Lindsay, P. Y., Mr.: Superintendent of the Salt Golahs at Suleka, permitted to proceed to the Cape of Good Hope, for health, and to be absent for 18 months. Jan. 8.
- Macnaghten, W. H., Mr.: to officiate as Chief Secretary to Government and Secretary to Government in the Secret and Political Department. Feb. 5.
- Maeswren, C., Mr.: to officiate as Secretary to Government in the Judicial and Revenue Departments. Feb. 5.
- Maddock, T. H., Mr.: permitted to proceed to Europe on furlough. Jan. 15.
- Marshall, G. T., Mr.: Examiner of the College of Fort William, leave from the 14th to the 25th Jan. to proceed on the river under medical certificate. Jan. 15.
- Nepean, P., Mr.: to officiate as Second Assistant to the Secretary to the Board of Customs, Salt and Opium, Superintendent of the Western Salt Chowkies and Assistant to the Superintendent of Stamps. Jan. 8.
- Palmer, S. G., Mr.: to officiate as Collector of Calcutta Stamps, First Assistant to the Secretary to the Board of Customs, Salt and Opium, and Superintendent of the Suleka Salt Golahs. Jan. 8.
- Palmer, W. P., Mr.: to officiate as Superintendent of the Salt Golahs at Suleka, during Mr. Lindsay's absence. Jan. 8.
- Parke, H. W., Mr.: permitted to resume charge of the Secretaryship to the Board of Customs, Salt and Opium. Jan. 1.
- Ross, A., Mr.: appointed by the Court of Directors to be a Provisional Member of Council, to assist at the Council until the return to the Presidency of the Right Hon'ble the Governor General or any other Member of the Supreme Council. Jan. 8.
- Schmid, J. W., Mr.: appointed First Assistant to the Deputy Resident at Prince of Wales' Island, in succession to Mr. Henry Nairne deceased. Jan. 8.
- Siddhant, J. C. G., Mr.: appointed Secretary to the General Committee of Public Instruction. Jan. 29.
- Walker, R., Mr.: Second Deputy Collector of Customs at Calcutta, leave for one month, from the 28th Jan. on private affairs. Jan. 22.

### JUDICIAL AND REVENUE DEPARTMENTS.

- Armstrong, H., Mr.: Joint Magistrate, to officiate as Magistrate of Cawnpore, during Mr. Taylor's absence. Feb. 5.
- Battye, G. W., Mr.: Assistant under the Commissioner of Revenue and Circuit of the 14th or Moorshedabad Division, to officiate as Civil Judge of Nuddea during Mr. Vihart's absence. Jan. 29.
- Beedind Pundit; to be an Sadder Ameen in Zillah Agra, stationed at Muttra. Jan. 1.
- Bentall, E., Mr.: to be an Assistant to the Collector and Magistrate of Sahswan. Jan. 15.
- Boblero, J. S., Mr.: to officiate as Civil and Session Judge of Agra. Jan. 15.
- Bowring, S., Mr.: Assistant to the Commissioner of Revenue and Circuit of the 7th or Humerpore Division, to officiate as Deputy Collector and Joint Magistrate of the Northern Division of Bundelcund. Jan. 15.
- Brett, F. H., Mr.: Assistant Surgeon at Shahjhanpore, leave from the 1st April to the 1st Dec. on medical certificate, to proceed to the Hills in the vicinity of Deyrah. Jan. 15.
- Brown, J. C., Mr.: Civil and Session Judge of Cuttack, leave for one month, on private affairs. Feb. 5.
- Burt, T. W., Mr.: Assistant Surgeon at Dacca Jelallpore, leave for fourteen days, in extension. Feb. 5.
- Bury, C., Mr.: Joint Magistrate and Deputy Collector at Patna, leave for fifteen days, on urgent private affairs. Jan. 8.

- Campbell, D., Mr.; Assistant Surgeon at Mirzapore, leave till the 1st Jan. in extension, to rejoin. Jan. 1.
- Carter, J., Mr.; Magistrate and Collector of Allahabad, to officiate as Civil Judge of the District, during Mr. Dunsmure's absence. Feb. 5.
- Chalmers, M. D., A., Mr.; Assistant Surgeon of Zillah Cawnpore, leave from the 9th to the 23d Jan. on private affairs. Jan. 22.
- Chander Seckur Chowdry; to be a Sudder Ameen in the Zillah of the 21-Pergunnahs. Jan. 1.
- Clark, A. M., Mr.; Assistant Surgeon, South Moradabad, leave for six months, from the 1st Feb. to visit the Presidency, preparatory to applying for furlough to Europe. Jan. 29.
- Cracroft, W., Mr.; Judge of the Provincial Court of Appeal at Dacca, leave for fourteen days, on private affairs. Feb. 5.
- Cumiffe, R. E., Mr.; to officiate as Joint Magistrate and Deputy Collector of Chittagong. Jan. 22.
- Davidson, T. R., Mr.; to officiate as Civil Judge at Ramgurn. Jan. 15.
- Donaldson, M. D., H., Mr.; Assistant Surgeon at Burdwan, leave for one month, from the 20th Jan. on private affairs. Jan. 1.
- Duncan, J., Mr.; Assistant Surgeon at Agra, leave from the end of Feb. to the end of Dec. on medical certificate. Jan. 8.
- Dunsmure, J., Mr.; Civil and Session Judge of Allahabad, leave for one month, on private affairs. Feb. 5.
- Elliott, H. A., Mr.; Head Assistant to the Magistrate and Collector of the Southern Division of Moradabad, to officiate as Magistrate and Collector during Mr. Okeden's absence. Jan. 22.
- Erskine, J. C., The Hon'ble; Officiating Joint Magistrate and Deputy Collector of Benares, leave for two months, on medical certificate. Feb. 5.
- Falconer, M. D., H., Mr.; Assistant Surgeon at Scharunpore, leave for one month, on private affairs. Feb. 5.
- Fraser, D. W., Mr.; Assistant Collector of Pilgrim Tax at Gya, leave till the 5th Feb. in extension, on private affairs. Jan. 8.
- Fraser, H., Mr.; Joint Magistrate at Shajehanpore, to officiate as Magistrate and Collector of Mynpoore, on being relieved from the charge of the office of Judge and Magistrate of Allyghur. Jan. 29.
- Garrett, R. B., Mr.; to be an Assistant under the Magistrate and Collector of Mymensing. Jan. 1.
- Ghoolam Yuhn, Moolavee; to be Principal Sudder Ameen in Zillah Jaunpoor. Jan. 8.
- Goodeve, M. D., H. H., Mr.; Officiating Assistant Surgeon at Rungpore, leave for two months, on medical certificate. Feb. 5.
- Harington, BART., J., Sir; a Judge of the Patna Provincial Court of Appeal, leave for one month, on private affairs, from the 3d Feb. Feb. 5.
- Horne, D., Mr.; Principal Assistant to the Collector of Furruckabad, leave for three months, on medical certificate, in extension. Jan. 8.
- Houlton, G. F., Mr.; an Assistant under the Commissioner of Revenue and Circuit, of the 11th or Patna Division, to officiate as Magistrate of Behar during Mr. McLeod's absence. Feb. 5.
- Hufkeez Ooddeen, Moolavee; to be a Principal Sudder Ameen in the Zillah of the 24-Pergunnahs. Jan. 1.
- Kajee Mohammed Allee, to be Principal Sudder Ameen of Zillah Tipperah. Jan. 29.
- Khadim Hossain, Moolavee; to be Sudder Ameen in Zillah Jaunpoor. Jan. 8.
- Law, W. A., Mr.; Head Assistant to the Magistrate and Collector of Sylhet, leave for three months, on private affairs. Jan. 15.
- Luke, W., Mr.; Assistant under the Commissioner of the 12th or Monghyr Division, appointed to officiate as Head Assistant to the Magistrate and Collector of Bhagulpoor, during the absence of Mr. Woodcock. Jan. 29.
- Lushington, H., Mr.; Principal Assistant to the Collector of Goruckpore, leave for one month, from the 20th March 1833, on private affairs. Jan. 29.
- Mackinnon, C., Mr.; Assistant Surgeon at Allyghur, leave from the 1st March to the 20th Nov. on medical certificate, to proceed to Simlah. Jan. 15.
- McLeod, D. C., Mr.; Officiating Magistrate of Behar, leave for one month, on private affairs. Feb. 5.
- Mouckton, E. H. C., Mr.; to be an Assistant under the Commissioner of Revenue and Circuit of the 4th or Moradabad Division. Jan. 8.
- Money, R., Mr.; to be an Assistant to the Magistrate and Collector of Suheswan. Feb. 5.
- Mooltee Ghoolam Soobham; to be a Principal Sudder Ameen at Jessore. Jan. 1.
- Mohammed Dawood Khan; to be Principal Sudder Ameen in Zillah Agra, vice Abdool Ruhman Khan deceased. Jan. 22.

- O'keden, W. P., Mr. ;** Magistrate and Collector of the Southern Division of Moradabad, leave for one month, commencing from the 15th March, on private affairs. Jan. 22.
- Plowden, T. J. C., Mr. ;** Head Assistant to the Magistrate and Collector of Scharmpore, leave for three months, commencing from the 20th Jan. on private affairs. Jan. 22.
- Pringle, D., Mr. ;** Joint Magistrate and Deputy Collector of the Central Division of Cuttack, leave for one week, in extension. Jan. 22.
- Prowett, N. H. E., Mr. ;** Assistant to the Magistrate and Collector of Scharmpore, to officiate as Head Assistant during Mr. Plowden's absence. Jan. 22.
- Quintin, W., Mr. ;** to assume temporary charge of the office of Joint Magistrate and Deputy Collector of Tirhoot. Jan. 15.
- Raikes, H. T., Mr. ;** Assistant to the Magistrate and Collector of Zillah Rajeshahye, appointed to officiate as Head Assistant to that officer, during the period for which Mr. T. C. Scott may officiate as Civil Judge of the District. Jan. 29.
- Read, F. E., Mr. ;** Head Assistant to the Magistrate and Collector of Purneah, leave for two months, on medical certificate, in extension. Jan. 1.
- Ricketts, H., Mr. ;** Magistrate, Collector, and Salt Agent of the Northern Division of Cuttack, leave for fifteen days, on private affairs. Jan. 15.
- Ricketts, H., Mr. ;** Magistrate, Collector, and Salt Agent of the Northern Division of Cuttack, leave for nine days, in extension. Jan. 29.
- Robertson, W. T., Mr. ;** Civil Judge of Rajeshahye, leave for one month. Jan. 15.
- Routh, W. De H., Mr. ;** to be an Assistant to the Magistrate and Collector of Boolundshuhur. Jan. 8.
- Russell, H. P., Mr. ;** Magistrate and Collector of the Jungle Mehaults, leave to the 19th Jan. in extension. Jan. 15.
- Scott, R. H., Mr. ;** Civil and Session Judge of Meerut, leave for eighteen months, on medical certificate, to proceed to the Cape of Good Hope, for health. Feb. 5.
- Scott, T. C., Mr. ;** Head Assistant to the Magistrate and Collector of Rajeshahye, to officiate as Civil Judge during Mr. Robertson's absence. Jan. 15.
- Scott, T. C., Mr. ;** Head Assistant to the Magistrate and Collector of Rajeshahye, to officiate as Joint Magistrate and Deputy Collector of Pubna. Feb. 5.
- Sealy, C. T., Mr. ;** a Judge of the Court of Sadder Dewanny and Nizamut Adawlut for the Western Provinces, leave for two months, on private affairs. Feb. 5.
- Taylor, T., Mr. ;** Officiating Magistrate of Cawpore, leave for one month, from the 15th Feb. on private affairs. Feb. 5.
- Thomas, H. H., Mr. ;** Judge and Magistrate of Mirzapore, leave for ten days, in extension, on medical certificate. Jan. 15.
- Thomson, C. F., Mr. ;** to be Civil and Session Judge of Cawpore, vice Oldfield proceeded to Europe on furlough. Jan. 15.
- Toone, W. L. M., Mr. ;** to be an Assistant under the Commissioner of Revenue and Circuit of the 11th or Patna Division. Jan. 1.
- Torrens, R., Mr. ;** Joint Magistrate and Deputy Collector of Maldah, leave until the 5th Feb. on private affairs, in extension. Jan. 8.
- Travers, W., Mr. ;** Assistant under the Commissioner of the 10th or Sarun Division, to officiate as Head Assistant to the Magistrate and Collector of Zillah Sarun during Mr. Quintin's absence. Jan. 22.
- Vihart, T. G., Mr. ;** Civil and Session Judge of Nuddeah, leave for one month, from the 1st Feb. on private affairs. Jan. 29.
- Woodcock, T. P., Mr. ;** Officiating Joint Magistrate and Deputy Collector of Maldah, leave for one month, from the date on which he may deliver over charge of his office to Mr. Torrens, on private affairs. Jan. 8.
- Wyatt, T., Mr. ;** Magistrate and Collector of Hidgekee, leave to remain at the Presidency till the 2d Feb. or the sailing of the *Malcolm*, in extension. Jan. 8.
- Young, J. H., Mr. ;** to be an Assistant under the Commissioner of Revenue and Circuit of the 10th or Sarun Division. Jan. 22.

### POLITICAL DEPARTMENT.

- Briggs, —, Lieutenant-Colonel ;** to officiate as Resident at Nagpore. Jan. 8.
- Hodgson, B. H., Mr. ;** to be Resident at Catmandhoo. Feb. 4.
- Morison, C. B., Lieutenant-Colonel ;** to be Senior Commissioner for the affairs of Mysore. Jan. 8.
- Sandys, —, Captain ;** Assistant to the Resident at Indoor, leave for six months, from the 15th Jan. to proceed to sea, on medical certificate. Jan. 28.
- Trevelyan, W. H., Lieutenant ;** Bombay Artillery, to be Fourth Assistant to the Agent to the Governor General for the States of Rajpootana. Jan. 28.

FINANCIAL DEPARTMENT.

**Prinsep, James, Mr.;** to be Assay Master of the Calcutta Mint, in the room of Mr. Wilson.  
Jan. 15.

ECCLESIASTICAL APPOINTMENTS, &c.

[FROM THE 1ST TO 22ND JANUARY.]

ECCLESIASTICAL DEPARTMENT.

- Corrie, D.,** The Venerable Archdeacon; leave for two months, to proceed to Madras, on urgent private affairs. Jan. 15.  
**Darrah, F.,** Revd.: Madras Establishment, appointed to officiate temporarily as Chaplain at Prince of Wales' Island. Jan. 22.  
**Greenwood, W.,** Revd.: to officiate as Chaplain, at Lucknow, until further orders, on a salary of 400 per mensem. Jan. 8.  
**Shepherd, H. R.,** Revd.: District Chaplain of Dacca and Chittagong, permitted to be absent from his station for one month, from the 20th Jan., for the purpose of visiting the Presidency, on private affairs. Jan. 1.

MILITARY APPOINTMENTS, &c.

[FROM THE 1ST JANUARY TO 12TH FEBRUARY.]

- Angelo, R.,** Lieutenant: 34th N. I., leave obtained on furlough to Europe, is commuted to the Cape of Good Hope, on medical certificate. Jan. 21.  
**Apthorp, C.,** Lieutenant: 41st N. I., leave from 1st Feb. to 31st March, to visit Coorhut, on private affairs. Jan. 19.  
**Bain, R. H.,** Assistant Apothecary; Subordinate Medical Department, permitted to resign the service of the Hon'ble Company. Jan. 14.  
**Banks, J. S.,** Acting Ensign: Infantry, promoted to the rank of Ensign. Feb. 4.  
**Beck, J. H.,** Ensign: 24th N. I., to be Lieutenant from the 2d Jan. 1833, vice R. H. Turnbull deceased. Jan. 14.  
**Bird, W. H. L.,** Acting Ensign: Infantry, leave from 1st Jan. to 1st March, to visit the Presidency, on medical certificate. Jan. 13.  
**Boswell, J. J.,** Assistant Surgeon; to the medical duties of the Settlement of Malacca, vice Thomson proceeded thence to Europe on furlough. Jan. 7.  
**Bowman, W.,** Sergeant: Pension Establishment, appointed Bazar Sergeant at Nusseerabad, vice Parker. Jan. 27.  
**Brett, F. H.,** Assistant Surgeon; attached to the Civil Station of Shajehanpore, leave from 1st April to 1st Dec. 1833, to proceed to the Hills in the vicinity of Deyrah, on medical certificate. Jan. 21.  
**Broughton, J. D.,** Acting Ensign: Infantry, promoted to the rank of Ensign, in succession to P. Grant retired. Jan. 14.  
**Brown, J. B.,** Mr.: appointed an Assistant Overseer in the Department of Public Works, vice H. R. Cooper. Jan. 7.  
**Browlow, W.,** Lieutenant: 46th N. I., and Sub-Assistant Commissary General, to proceed to Europe on furlough, on private affairs. Jan. 16.  
**Budd, G. R.,** Cornet: to act as Interpreter and Quarter Master to the 3d L. C. Jan. 2.  
**Burgh, Wm.,** Colonel: 57th N. I., to be a Brigadier on the Establishment, vice Fagan nominated to the command of the Meywar Field Force. Jan. 21.  
**Burgh, W.,** Brigadier; appointed to the command of the Troops in Rohilcund. Jan. 28.  
**Burt, J. R.,** Cornet: 6th L. C., to be Adjutant, vice Aitken, permitted to resign the appointment. Jan. 5.  
**Charters, W. S.,** Surgeon; Medical Department, permitted to proceed to Europe on furlough, on medical certificate. Jan. 21.  
**Christie, C. R. H.,** Acting Cornet: Cavalry, promoted to the rank of Cornet, in succession to A. M. Key deceased. Jan. 7.

- Corfield, W. R., Captain : 31st N. L., to rank from 15th Oct. 1832, vice Lieutenant-Colonel Smith promoted. Jan. 21.
- Corri, A. A. L., Lieutenant : 54th N. L., leave from 1st Feb. to —, to precede his Regiment to Nusseorabad, on very urgent private affairs. Jan. 26.
- Cowper, A., Ensign : 59th N. L., to be lieutenant, from the 4th Feb. 1833, in succession to Captain Turner transferred to the Invalid Establishment. Feb. 12.
- Crane, C. J., Captain : Invalid Establishment, leave from 17th Dec. 1832, to 1st May 1833, to remain in the Upper Provinces, for health. Jan. 2.
- Croft, J. T., Captain : 34th N. L., leave from 5th Nov. 1832, to 16th Dec. 1832, in extension, to rejoin. Jan. 2.
- Dalzell, H. B., First Lieutenant the Hon'ble ; Artillery, to officiate as Deputy Commissary of Ordnance, at Chunar, during Captain D'Oyly's absence. Jan. 28.
- Davidson, J. S., Acting Ensign ; Infantry, promoted to the rank of Ensign, in succession to C. J. Crane invalided. Jan. 21.
- Dickson, R. S., Lieutenant-Colonel : 15th N. L., to rank from 1st Oct. 1832, vice C. J. Doxton deceased. Jan. 21.
- Downing, D., Lieutenant : 3d N. L., leave from 5th Jan. to 5th July, to remain at the Presidency, on private affairs. Jan. 19.
- D'Oyly, T., Captain : Deputy Commissary of Ordnance, permitted to proceed to Van Diemen's Land, for health and to be absent from Bengal, on that account, for two years. Feb. 12.
- Drever, M. D., T., Surgeon ; to rank from 3d July 1832, vice C. W. Welchman deceased. Jan. 21.
- Duncan, A. H., Lieutenant : 13d N. L., leave from 12th Feb. to 12th Aug., to visit Mhow, on private affairs. Jan. 26.
- Dunmore, W. R., Lieutenant : 31st N. L., to rank from 15th Oct. 1832, vice Lieutenant-Colonel Smith promoted. Jan. 21.
- Eld, L. P. D., Ensign : 9th N. L., leave from 15th Feb. to 25th Jan., to visit Neemuch, on private affairs. Jan. 26.
- Ellis, F. R., Ensign : 41st N. L., leave from 1st Feb. to 31st March, to visit Coorhut, on private affairs. Jan. 19.
- Ewart, J., Lieutenant : 55th N. L., leave from 1st Feb. to 1st Nov. in extension, to visit Cuttack, on medical certificate. Jan. 19.
- Fagan, C. S., Brigadier : Commanding in Rohilcund, General Staff, leave from 1st Jan. to 1st March, to visit the Presidency, on private affairs. Jan. 3.
- Ferne, R., Captain : 27th N. L., to be Major, from the 7th Feb. 1833, in succession to C. Savage retired. Feb. 12.
- Fitzgerald, A., Second Lieutenant : Artillery, to be First Lieutenant, from the 28th Jan. 1833, vice J. W. Scott transferred to the Pension Establishment. Feb. 4.
- Forbes, G., Assistant Surgeon : Medical Department, leave from 10th Jan. to 10th March, to remain at the Presidency, on private affairs. Jan. 7.
- Forrest, W. St. L., Ensign ; to act as Interpreter and Quarter-Master to the 29th N. L., during Lt. Marsden's absence. Jan. 10.
- Frederick, J., Lieutenant : 67th N. L., to be Captain of a Company, from the 31st Dec. 1832, vice J. B. Fenton deceased. Jan. 14.
- Garrett, J. H., Ensign : 30th N. L., leave from 1st Jan. to 15th Feb. to remain at Muttra. Jan. 15.
- Gilbert, W. R., Colonel : 37th N. L., to rank from 25th June, 1832, vice G. Sargent deceased. Jan. 21.
- Gilmore, H. C., Lieutenant : 59th N. L., leave from 10th Jan. to 15th April, to proceed to the Presidency, on medical certificate. Jan. 16.
- Grant, J. W., Assistant Surgeon : Medical Depot, Cawnpore, leave from 1st Feb. to 1st April to visit the Presidency, on medical certificate. Jan. 22.
- Grime, W., Assistant Surgeon : Medical Department, to be Surgeon, vice A. Dickson retired, with rank from the 27th Dec. 1832, vice J. A. D. Watson deceased. Jan. 21.
- Gullan, D., Assistant Surgeon : attached to the Right Wing of the 15th N. L., directed to perform the Civil medical duties of the Station of Shajehanpore, during Mr. Brett's absence. Jan. 21.
- Guthrie, C., Captain : 46th N. L., transferred to the Invalid Establishment. Jan. 14.
- Guthrie, M. D., H., Surgeon : 41st N. L., leave from 1st March to 1st June, in extension, to rejoin. Jan. 15.



- Gwatkin, C. R., Lieutenant : 60th N. I., appointed to the Company of Pioneers vacant by the promotion of Captain Corfield. Jan. 22.
- Hamilton, J. J., Supernumerary Lieutenant : 36th N. I., brought on the effective strength of the Regiment, vice V. Shortland resigned. Jan. 21.
- Hardy, A., Major : Infantry, to be Lieutenant-Colonel, vice T. P. Smith promoted, with rank from the 29th Oct. 1832, vice A. T. Watson deceased. Jan. 21.
- Hardy, A., Lieutenant-Colonel ; Infantry, permitted to proceed to Europe on furlough, on private affairs. Jan. 28.
- Hawkins, A. W. Mr. ; appointed Cadet of Artillery. Jan. 21.
- Hawks, J. S., Acting Ensign : Infantry, promoted to the rank of Ensign, in succession to W. F. Phipps deceased. Jan. 21.
- Henderson, A., Assistant Surgeon ; permitted to return to Europe on furlough, for one year, without pay, on urgent private affairs. Jan. 14.
- Herbert, R. A., Supernumerary Ensign ; 46th N. I., brought on the effective strength of the Regt. Jan. 21.
- Herdon, John, Sergeant Major : formerly employed in the Insane Hospital at Monghyr, appointed Bazar Sergeant at Neemuch, vice Miller deceased. Jan. 27.
- Herring, J., Major ; 37th N. I., to rank from the 25th June 1832, vice Colonel Sargent deceased. Jan. 21.
- Hill, R., Lieutenant and Adjutant ; 5th Local Horse, leave from 25th Jan. to 25th Oct., to visit the Hill Provinces West of the Jumna, on medical certificate. Jan. 15.
- Holbrow, J., Lieutenant Colonel : 4th N. I., leave from 20th Jan. to 28th Feb., to visit Mirzapore, on private affairs. Jan. 15.
- Home, R., Captain : 73d N. I., leave from 20th Jan. to 20th July, to visit Cawnpore, on private affairs. Jan. 15.
- Hore, W., Cadet : Infantry, appointed Acting Ensign. Feb. 4.
- Howard, W. H., Captain ; European Regiment, permitted to proceed to Europe, on furlough, on private affairs. Jan. 7.
- Howard, W. H., Captain ; European Regiment, appointed to the charge of the Invalids, &c. of the H. C. Service, under orders of embarkation for Europe on the H. C. C. S. *Lord Amherst*. Jan. 28.
- Hunter, R. M., Lieutenant : 73d N. I., leave from 15th Feb. to 15th Oct., to visit the Hills North of Deyrah, on private affairs. Jan. 25.
- Hunter, T. H., Ensign : 26th N. I., leave from 1st Feb. to 25th Dec. in extension, to remain in the Hills North of Deyrah, on medical certificate. Jan. 27.
- Johnston, G., Ensign : 46th N. I., to be Lieutenant, from the 14th Jan. 1833, in succession to Captain Guthrie transferred to the Invalid Establishment. Jan. 21.
- Kemland, G. A., Captain ; 8th L. C., permitted to proceed to Europe on furlough, on medical certificate. Jan. 7.
- Kennedy, A., Supernumerary Lieutenant : 67th N. I., brought on the effective strength of the Regt. Jan. 14.
- Kinlock, J. J., Ensign : 27th N. I., to be Lieutenant, from the 7th Feb., in succession to Major Savage retired. Feb. 12.
- Lawrence, H. M., Lieutenant : 7th Battalion Artillery, to be Interpreter and Quarter Master, vice Jarvis deceased. Jan. 13.
- Lawrence, H. M., Lieutenant ; permitted to resign the Interpretership of the 7th Battalion of Artillery, and re-appointed to the 1st Troop 3d Brigade of Horse Artillery. Jan. 28.
- Lawson, J. G., Lieutenant ; 2d L. C., leave from 15th Jan. to 15th Feb., in extension, to remain at the Presidency, on medical certificate. Jan. 19.
- Lindsay, W., Veterinary Surgeon ; attached to the Stud Department, Bazar, leave for three months, from the 15th Jan. to visit the Presidency, on medical certificate. Jan. 28.
- Lloyd, C. H., Lieutenant-Colonel ; Invalid Establishment, permitted to reside at Bareilly, drawing his allowances from the Pay Office at Agra. Jan. 12.
- Lloyd, F., Ensign ; 19th N. I., leave from 31st Jan. to 28th Feb., in extension, to rejoin. Jan. 15.
- Ludlow, S., Superintending Surgeon ; permitted to proceed to Europe on furlough, via Bombay, from Neemuch, for health. Feb. 12.
- Mackenzie, F. G., Lieutenant and Adjutant ; Artillery, leave from 1st Feb. to 15th Dec., in extension, to remain on the Hills North of Deyrah, on medical certificate. Jan. 27.
- Mackenzie, H., Supernumerary Lieutenant ; 56th N. I., brought on the effective strength of the Regt. Jan. 21.

- Mackenzie, M., Supernumerary Second Lieutenant; Artillery, brought on the effective strength of the Regt. Feb. 4.
- Mackenzie, R., Major; 15th N. I., to rank from 1st Oct. 1832, vice Lieutenant-Colonel Doyeton deceased. Jan. 21.
- Mackinnon, C., Assistant Surgeon; attached to the Civil Station of Ally Ghur, leave from the 1st March to the 20th Nov. 1833, to proceed to Simla, on medical certificate. Jan. 21.
- Manning, F. E., Captain; 16th N. I., leave from 2d Dec. 1832, to 2d May 1833, to rejoin. Jan. 28.
- Marsden, F. C., Lieutenant, Interpreter and Quarter Master; 29th N. I., leave from 15th Jan. to 31st July, to visit the Presidency, on private affairs. Jan. 2.
- Martin, J., Lieutenant; 41st N. I., leave from 1st Feb. to 31st March, to visit Coorhut, on private affairs. Jan. 19.
- Martin, W., Lieutenant and Adjutant; 52d N. I., leave from 1st March to 1st March, 1834, to visit Almorah, on medical certificate. Jan. 23.
- McDonald, G., Major; H. M.'s 16th Foot, to be Commandant of the Convalescent Depot at Landour. Jan. 5.
- McGregor, G. H., Second Lieutenant; Artillery, to be Station Staff at the Convalescent Depot, Landour. Jan. 12.
- McKenly, H. C., Lieutenant and Brevet Captain; 41st N. I., leave from 28th Jan. to 28th Dec., to visit the Hills West of the Jumna, on medical certificate. Jan. 23.
- McMullin, R., Captain; 41th N. I., permitted to proceed to Europe, on furlough, on private affairs. Jan. 7.
- Monat, J. A., Second Lieutenant, Engineers, leave from 20th Jan. to 20th July to visit the Presidency, on urgent private affairs. Jan. 26.
- Murray, M. D., J. Mr.: appointed an Assistant Surgeon on this Establishment. Jan. 21.
- Napleton, T. E. A., Lieutenant; 60th N. I., to proceed to Europe on furlough, on medical certificate. Feb. 4.
- Nicolay, F. G., Lieutenant; European Regiment, leave from 15th Feb. to 15th Aug., to proceed to Futehghur and Agra, on private affairs. Jan. 28.
- Parker, J., Sergeant; Bazar Sergeant at Nusseerabad, admitted to the benefits of the Pension List. Jan. 14.
- Parry, R. B., Veterinary Surgeon; 3d L. C., leave from 30th Dec. 1832 to 15th April, in extension, to remain, at the Presidency. Jan. 3.
- Pasmore, W., Major; 19th N. I., and Deputy Adjutant General of the Army, appointed to the command of the Persian Troops, disciplined by British Officers. Jan. 7.
- Pemberton, G. R., Captain; 56th N. I., to be Major, from the 29th Oct. 1832, in succession to A. Hardy promoted. Jan. 21.
- Pocklington, W. T., Lieutenant; 38th N. I., to proceed to Europe on furlough, on medical certificate. Jan. 28.
- Pringle, A., Assistant Surgeon; Medical Department, to be Surgeon, from the 27th Dec. 1832, vice J. A. D. Watson deceased. Jan. 7.
- Pringle, M. D., A., Surgeon; to rank from 6th July 1832, vice A. Wardrop deceased. Jan. 21.
- Prole, W. S., Captain; 37th N. I. to rank from the 25th June 1832, vice Col. Sargent deceased. Jan. 21.
- Rait, W., Mr.; appointed Assistant Surgeon on this Establishment. Jan. 28.
- Ramsay, D., Acting Ensign; Infantry, promoted to the rank of Ensign, in succession to F. S. Wiggins deceased. Jan. 28.
- Richardson, D. L., Lieutenant; 56th N. I., to be Captain of a Company, from the 29th Oct. 1832, in succession to Major Hardy promoted. Jan. 21.
- Robertson, J. C., Mr.: appointed Cadet of Infantry, on this Establishment. Feb. 4.
- Rooney, J., Sergeant; Corps of Sappers and Miners, appointed Quarter Master Sergeant to the 68th N. I., vice Carroll.
- Ryves, W. H., Ensign; 61st N. I., leave from 1st March to 28th Feb. 1834, to visit the Hill Provinces West of the Jumna, on medical certificate. Jan. 28.
- Salter, H. F., Captain; 2d L. C., leave from 20th Feb. to 20th July, to visit Deesa, on private affairs. Jan. 13.
- Savage, C., Major; 27th N. I., permitted to retire from the service of the Hon'ble Company, on the pension of his rank, from the date of sailing of the ship on which he may embark for Europe. Jan. 7.

- Savery, W. T.**, Lieutenant : 46th N. I. to be Captain of a Company, from the 14th Jan. 1833, in succession to C. Guthrie transferred to the Invalid Establishment. Jan. 21.
- Scott, C. C. J.**, Lieutenant : 32d N. I., to be Interpreter and Quarter Master. Jan. 5.
- Scott, J. W.**, First Lieutenant : Artillery, transferred to the Pension Establishment. Jan. 28.
- Seymour, R.**, Major : 26th N. I., permitted to proceed to Europe on furlough, on medical certificate. Feb. 12.
- Shaldham, A.**, Lieutenant-Colonel ; 31st N. I., to rank from 15th Oct. 1832, vice T. P. Smith promoted. Jan. 21.
- Singer, A. S.**, Lieutenant ; to act as Adjutant to the 24th N. I., during Lieut. Turnbull's indisposition. Jan. 15.
- Smith, R. W.**, Major : 6th L. C., obtained leave to proceed to Europe on furlough, is commuted to the Cape of Good Hope via St. Helena, on medical certificate. Jan. 7.
- Smith, T. P.**, Lieutenant-Colonel : Infantry, to be Colonel, vice G. Sargent deceased, with rank from the 15th Oct. 1832, vice J. Burnet, C. B., deceased. Jan. 21.
- Stephen, J.**, Lieutenant ; 130th N. I., leave from 1st Feb. to 1st Dec., in extension, to remain at Mussoorie, on medical certificate. Jan. 27.
- Sullivan, J. S.**, Assistant Surgeon ; Medical Department, to proceed to Europe on furlough, for health. Jan. 7.
- Swinton, C.**, Acting Ensign : Infantry, promoted to the rank of Ensign, in succession to L. C. Fagan deceased. Jan. 14.
- Taylor, A. W.**, Lieutenant : European Regiment, permitted to proceed to Europe on furlough, on medical certificate. Jan. 28.
- Tenlon, P.**, Captain ; 1st N. I., permitted to proceed to Europe on furlough, on private affairs. Jan. 7.
- Thomson, J.**, Major ; 31st N. I., to rank from 15th Oct. 1832, vice Lieutenant-Colonel Smith promoted. Jan. 21.
- Thomson, R. M. M.**, Surgeon ; to rank from 14th June 1832, vice A. Dickson retired. Jan. 21.
- Thompson, R.**, Acting Ensign ; Infantry, promoted to the rank of Ensign, in succession to W. J. Phillott invalided. Jan. 21.
- Timings, H.**, First Lieutenant and Brevet Captain : Artillery, permitted to proceed to Europe on furlough, on medical certificate. Jan. 21.
- Trimmer, F.**, Lieutenant ; 50th N. I., leave from 27th Dec. to 27th March 1833, to visit the Presidency, on medical certificate. Jan. 22.
- Tritton, E.**, Assistant Surgeon ; 40th N. I., directed to perform the Civil Medical duties of the Station of Ally Ghur, during Mr. Mackinnon's absence. Jan. 21.
- Tritton, W.**, Lieutenant : 41st N. I., leave from 15th Feb. to 15th Aug., to visit the Presidency, on private affairs. Jan. 19.
- Tucker, H. T.**, Ensign ; 8th N. I., leave from 16th Feb. to 25th April, in extension, to rejoin. Jan. 15.
- Turner, J. W. H.**, Captain ; 59th N. I., transferred to the Invalid Establishment. Feb. 4.
- Turton, Z. H.**, Captain : 15th N. I., to rank from the 1st Oct. 1832, vice Lieutenant-Colonel Doveton deceased. Jan. 21.
- Wallington, C. A. G.**, Lieutenant-Colonel ; 37th N. I., to rank from the 25th June 1832, vice Col. Sargent deceased. Jan. 21.
- Ward, A.**, Major ; 3d L. C., to proceed to Europe on furlough, via Bombay, from Neemuch, on private affairs. Jan. 14.
- Warren, G.**, Captain : European Regiment, leave from 20th March, to 20th April, to visit Goruckpore, on private affairs. Jan. 28.
- Watson, E. J.**, Lieutenant : 59th N. I., to be Captain of a Company, from the 4th Feb. 1833, in succession to J. W. H. Turner transferred to the Invalid Establishment. Feb. 12.
- Watt, A.**, Lieutenant ; 27th N. I., to be Captain of a Company, from the 7th Feb. 1833, in succession to Major Savage retired. Feb. 12.
- White, M. T.**, Lieutenant ; 37th N. I., to rank from the 25th June 1832, vice Col. Sargent deceased. Jan. 21.
- Wild, C. F.**, Major : 24th N. I., late commanding the 42d, leave from the 18th Dec. to 10th April 1833, to proceed to Bombay, on private affairs. Jan. 7.
- Wilnot, E. R. E.**, Cadet ; Artillery, appointed Acting Second Lieutenant. Jan. 29.
- Wingfield, W.**, Lieutenant ; 10th L. C., permitted to proceed to Europe on furlough, on private affairs. Jan. 7.
- Younghusband, O. J.**, Ensign ; 60th N. I., leave from 26th Dec. 1832, to 26th Jan. 1833, to remain at the Presidency, on medical certificate. Jan. 22.

## SHIPPING ARRIVALS AND DEPARTURES.

## Arrivals.

- Jan. 3 *Lord Amherst*, John Hicks, from London 3d and Downs 8th August.  
 5 *Hormanajee Romanajee*, J. Gordon, from Bombay 31st October and Allepee 20th November.  
 7 *Emma*, J. King, from Kyook Phyo 12th and Akyah 12th December.  
 7 *Elizabeth*, John Norris, from Singapore 25th November.  
 9 *Sophia*, R. Thornhill, from London 1st August and Cape 18th October.  
 9 *Mary*, T. Daniel, from Rangoon 1st December.  
 10 *Treaty*, G. Dutton, from Philadelphia 26th July.  
 10 *Cashmere Merchant*, T. W. Tingate, from Rangoon.  
 12 *James Pattison*, T. Bilton, from London 12th August and Cape 28th October.  
 12 *Fama*, J. Hargrave, from Liverpool 31st August.  
 12 *Glenelg*, R. Lungley, from Bombay 2d December.  
 12 *Fifeshire*, W. J. Crawley, from Bombay 19th November, Tellicherry 1st and Colombo 8th Dec.  
 12 *Forth*, C. Robinson, from Penang 25th December.  
 13 *Ircaowaddy*, W. Warden, from Amherst 7th December and Rangoon 3d January.  
 16 *Ernaad*, J. L. Gillett, from Mauritius 21st November.  
 17 *Zenobia*, T. F. Owen, from London 3d September.  
 18 *Sultan*, T. Mitchell, from Persian Gulph 16th and Muscat 28th Oct. and Bombay 9th Dec.  
 18 *Gorgiana*, W. Young, from London 5th September.  
 21 *Nawarua*, A. G. Ayres, from Bombay 11th September and Coringa 13th January.  
 21 *Zoroaster*, W. Patton, from Singapore 16th and Malacca 21st December [13th Jan.  
 21 *Leif Wm. Buntack*, H. H. Hutchinson, from London 20th Aug. Madras 13th Sept and Madras [Nov 18 Jan.  
 22 *Thistle*, J. Antony, from Rangoon 9th January.  
 23 *Anne and Amelia*, W. Campton, from London 12th & Portsmouth 19th Aug., Cape 9 Nov. &  
 26 *Brougham*, J. B. Viles, from Bourbon 23 Oct. Man 6 Nov. Nicobar 13 Dec. & Moul 15 Jan.  
 27 *Constance*, — Gells, Nantz 29th July and Bourbon 18th November.  
 29 *Isabella Robertson*, J. Hudson, from Chinn 22d December and Singapore 4th January.  
 31 *Indian Oak*, A. Baue, from Mauritius, and Mergue 5th January.

- Feb. 3 *Indus*, C. Balais, from Bourbon 24th November.  
 4 *Nabob*, R. Moore, from New York.  
 5 *Enterprise*, C. H. West, from Penang 26th January.  
 5 *Competitor*, A. Thompson, from Moulmein 20th January.  
 6 *Lotus*, T. Wilson, from Grenock 2d August.  
 6 *Alexander*, J. G. Jones, from Mauritius 28th November and Covelong 22d January.  
 6 *Ruby*, V. Hill, from Madras 10th and Covelong 20th January.  
 7 *Tanjie*, Hagee Albus, from Bombay, 22d October and Allepee 9th November.  
 8 *Thatta*, W. H. Bideu, from London 18th Sept. and Cape of Good Hope 5th December.  
 9 *Virginia*, J. Hullock, from Bombay 20th December.  
 9 *Ceylon*, F. Dawson, from Ceylon 4th January.  
 10 *Nova Dourado*, M. F. DaLuz, from Mexico 15 Dec. Singapore and Malacca & Penang 22d Jan.  
 10 *Mercury*, C. Bell, from Singapore 22d January.  
 10 *Dover*, J. Austin, from Boston 24th August.  
 11 *Magicienne*, H. M. S. J. H. Plumridge, Esq., from Madras 3rd January.  
 11 *Georgiana*, J. Land, from Philadelphia 5th Sept. and Singapore 20th January.  
 12 *Adelaide*, A. Steel, from Cochin, 22d and Allepee 25th December.  
 12 *Calderonia*, A. Symers, from Penang 25th January.  
 13 *Resolution*, G. Jellicoe, from Madras 24th December and Malay Coast 18th January.  
 13 *Carnatic*, D. Proodfoot, from Rangoon 23th January.  
 15 *Victoire and Luxe*, P. Cartier, from Bourbon 18th December.  
 16 *Louisa*, W. C. Walker, from Penang 17th January.  
 16 *Anne*, H. Murphy, from Ceylon 23d December and Madras 5th February.  
 19 *Sir Archibald Campbell*, C. Robertson, from Singapore 13th and Penang 24th January.  
 23 *King William the Fourth*, E. D. O. Eales, from Bombay 16th, and Cochin 20th January.  
 24 *Nerbudda*, F. Patrick, from Port Louis 17th Nov., Madras 8th Jan. and Cheduba 17th Feb.

## Departures.

- Jan. 1 *Red Rover*, W. Clifton, for China.  
 1 *Derree Dowlat*, R. Smith, for Madras.  
 1 *Emily*, W. Wyatt, for Penang.  
 6 *Lord Hungerford*, C. Farquharson, for London.  
 7 *Jean*, E. Edwards, for Penang.  
 7 *Hydros*, J. Correy, for Bombay.  
 8 *Jessy*, J. Auld, for Penang.  
 8 *Cecilia*, P. Roy, for Singapore.  
 10 *Duke of Bedford*, W. A. Bowen, for London.  
 10 *Blond*, T. Callan, for Liverpool.

- Jan. 10 *Cesar*, H. Thomson, for London via St Helena.  
 13 *Water Witch*, A. Henderson, for China.  
 \* *Wall Watch*, W. Barrington, for Madras.  
 14 *Enterprise*, C. H. West, for Penang.  
 \* *Duke of Buccleugh*, A. Henning for London.  
 \* *Calcutta*, P. Saliz, for Bordeaux.  
 16 *Albion*, N. M. Leird, for Liverpool.  
 \* *Layton*, R. Saunders, for London.  
 \* *Penelon*, H. H. Green, for Boston.  
 17 *Petite Nancy*, C. de Trelo, for Bordeaux.  
 18 *Samdanney*, Aboul Baker, for Bombay.  
 19 *Abassey*, Nacoda, for Muscat.  
 20 *Adelaide*, R. D. Guthrie, for London.  
 \* *Duke of Northumberland*, W. L. Pope, for London.  
 \* *St George*, H. S. Thomson, for Bristol.  
 \* *Amitie*, A. P. uvercau, for Bordeaux.  
 21 *Futtah Mabaruk*, Nacoda, for Muscat.  
 \* *Futtah Salam*, J. Keys, for Bombay.  
 \* *Fattel Currim*, Nasser, for Juddah.  
 \* *Jadool Rohuman*, Nacoda, for Mocha and Juddah.  
 \* *Barretto Junior*, R. L. Laws, for London.  
 \* *Hindustan*, G. J. Redman, for London.  
 \* *Lord Amherst*, Thomas Rees, for Madras.  
 24 *Futteh Rahman*, Nacoda, for Juddah.  
 \* *Irma*, H. Benard, for Havre de Grace.  
 25 *Suliman Shaw*, Nacoda, for Muscat.  
 \* *Recovery*, T. Wellbank, for London.  
 26 *Alcide*, — Quironard, for Havre de Grace.  
 28 *Haidee*, James Taylor, for Madras.  
 \* *Elizabeth*, J. Norris, for Madras.  
 \* *Lu Gangi*, B. Amiel for Bordeaux.  
 31 *Fulton*, D. Ovenstone, for China.
- Feb. 1 *Amelia*, J. J. Rebeiro, for Lushon.  
 3 *Irrawaddy*, W. Warden, for Penang.  
 4 *Hormanjee Bamanjee*, J. Gordon, for Madras and Bombay.  
 \* *Futteh Jinn*, Syed Mahomed for Muscat.  
 \* *Beatrice*, J. G. Liddell, for Cape of Good Hope.  
 6 *Camoens*, A. J. de Faria, for Lushon.  
 6 *Penang Merchant*, J. Youngusband, for Pondicherry and Madras.  
 \* *Brookline*, S. Kennedy, for Boston.  
 8 *Abgarus*, T. S. Rogers, for Bombay.  
 \* *Malcolm*, J. Eyles for London.  
 \* *Salamanca*, H. Goodwin, for Madras.  
 \* *David Clarke*, R. Rayne, for Singapore.  
 10 *Nasser*, Haje Amher, for Muscat.  
 \* *Fama*, J. Hargrave for Liverpool.  
 \* *Thistle*, J. Antony for Hongkong.  
 12 *Sophia*, R. Thoruhill, for London.  
 \* *Ernaud*, J. L. Gillett, for Madras.  
 13 *Bencoolen*, W. Tullis, for London.  
 \* *Fishesir*, W. J. Crawley, for Madras.  
 \* *Cavendish Bentock*, E. Cooke, for Madras.  
 \* *Coromandel*, P. Dupeyron, for Bordeaux.  
 \* *George*, J. H. Lovitt, for Salem.  
 \* *Steedland*, H. S. Rose, for London.  
 15 *Victorine*, E. Lefort, for Havre de Grace.  
 18 *Lord William Bentinck*, H. Hutchinson, for Madras.  
 \* *Hydross*, Nacodah, for Madras.  
 19 *Hamon Shaw*, R. G. Wilson, for Penang.  
 \* *Arnold Welles*, T. Dawson, for New York.  
 \* *Antikel Bchar*, Mahomed Rajab, for Red Sea.  
 \* *Berrakri*, J. Fergusson, for Madras.  
 20 *Mary*, T. Daniel, for Moulmein.  
 22 *James Pattison*, Thos. Bolton, for London.  
 \* *Glenelg*, R. Lungley, for Madras and Bombay.  
 \* *Zoraster*, W. Patton, for Singapore.  
 \* *Sultan*, T. Mitchell, for Madras.  
 \* *Frances Ann*, R. Crawford, for Madras.

## LIST OF PASSENGERS.

## ARRIVALS.

*Per James Pattison from London*—Mrs. Stoequeler, lieut. Fraser, 45th N. I.; doctor John Murray, assistant surgeon; Mr. Stoequeler, and master Stoequeler. *From the Cape*—Mrs. Bracken; lieut. Bracken 20th regt. N. I.; master R. Bracken, and miss M. L. Bracken.

*Per Glenelg, from Bombay*—Lieut. Hibbert, engineers.

*Per Irrawaddy*—Mrs. Burney and child; A. D. Maugy, esq., commissioner, Tenasserim provinces; major Burney, British resident; captain Rawanson, British consul at Rangoon, doctor Richardson and 2 children.

*Per Forth, from Penang*—Miss McCarthy and child, C. Hughes Hallett, esq., Madras civil service; Mr. McCarthy, and 1 Arab merchant and his followers.

*Per Zenobia*—Capt. Marshall, Mr. and Mrs. Sutherland, Mr. and Mrs. H. Lloyd, Misses West and Turner, lieut. Britney, Messrs. D. Gossan, J. H. Farmer, William Grant, I. Grant, Reid, and Bontson, Alex. Howling, cadet, artillery, Mr. John Warrant, free mason, Mrs. Jackson, Mrs. Sweetris and 2 children, and Mrs. Murray.

*Per Ernaud, from the Mauritius*—W. Reid, T. F. Henley and G. F. Weber, esquires.

*Per Georgiana, from London*—Mr. Henry Hume, merchant.

*Per Navarino*—Mr. Collicut, surgeon, 6 women and 13 natives of the late ship *James Sibbald*.

*Per Lord William Butcher, from London*—Mrs. M. J. White, Miss Bell, Capt. Turnbull, B. A.; ensigns Louisa and Cumberland, B. N. I.; Mr. Oliver, Mr. Lauderdale, Mr. Wells, Mr. Sommerville, Mrs. Wilson and child. *From Madras*—Cosmo Howard, esquire.

*Per Zoroaster, from Singapore*—Lady Knox, Misses Ocarard, Parker, and L. Parker; lieut. Col. Parker, artillery; and 2d lieut. Scott, artillery.

*Per H. C. C. Ship Ann and Amelia, from London*—Mrs. Ellen Sheppard; Misses J. Davidson and Julia Abbott, doctor James Melus, M. D., captain John Thomson, Messrs. George A. Sheppard and P. Pittar, merchants, Mr. Roberts, M. D., master W. Sheppard.

*Per H. major Bamage, from Bombay*—Mrs. Stevenson and 2 children; rev. John Stevenson, missionary, John Richards, esq., merchant, Mrs. Davis, female servant, and one Chinese.

*Per Elizabeth, from Singapore*—Mr. James Crow.

*Per S. phia, from London*—Mrs. Catwright, Mrs. Halliday, Mrs. Leeson; Miss Leeson; C. Cartwright, esq., doctor J. Halliday, Capt. Carmichael Smith, cavalry, lieut. Leeson and six children; lieut. Angell. *Steeage passengers*—Mrs. Bridgeman, Mr. and Mrs. Fisher; Miss Ellen Woodhall.

*Per Indus*—Mr. Delahue.

*Per Competitor*—Mrs. Thompson and child, lieut. Collins, 25th B. N. I.; captain R. Jump, country service.

*Per Enterprise*—Lady Russell, Mrs. Murchison and 2 children, Miss Russell; hon'ble K. Murchison and G. Scott, esq.

*Per Alexander, from Mauritius*—Mr. James Doward.

*Per Ruby, from Madras*—Mr. J. J. J. in.

*Per Thales, from London*—Mrs. Carter, Mrs. Forsyth and Mrs. Ahsalon; Misses Tickell, King and Walker; colonel Forbes, captains Conslate and Williams, ensign A. Hogg, H. M. 44th; Messrs. John Turner, F. A. Lums and Davidson, cadets, Mr. W. Skinner. *Children*—W. Carter, Vernon Carter, Caroline Carter, Isabella Carter, Matilda Carter, Samuel Carter and Robert Carter.

*Per Ceylon, from Ceylon*—Mrs. Ellis and Capt. Ellis, 45th N. I.

*Per Isabella Robertson, from China*—Miss Philip, Manuel Pereira, esq.; A. Robertson, esq.; Sr. Montano, Mr. Allago, country service. *From Singapore*—Captain Christie, H. M. buffs; A. C. Davidson, esq.; and J. McCut, esq.

*Per Indian Oak, from Mergui*—Mrs. A. Fraser and two children.

*Per Novo Douardo, from Macao*—M. DeMello, esq., merchant. *From Penang*—J. Aah, apothecary.

*Per Mercury, from Singapore*—Messrs. Whitehead and E. Caley.

*Per Diver, from Borton*—Mrs. Hill, Children—Thos. Hill and Eliza Hill, Mr. Edward Austin, supercargo, Mr. H. Brooks, clerk, Messrs. W. C. Gossan, Thos. Dunn, T. H. C. Brown and Wm. Simms.

*Per Caledonia, from Penang*—Mrs. Davidson and child; Mrs. Malordeth and child, Capt. Davidson, 13th regt. N. I., Capt. Anlan, C. C. Jackson, esq., B. C. S., Sanyee Moosamanej, esq.; 1 European and 8 Natives; and 1 European and 1 Malay female servant.

*Per Canonic, from Rangoon*—Messrs. R. Smith, and J. Mitchell.

*Per King William the Fourth, from Bombay*—Mr. Butler, mariner.

## DEPARTURES.

*Per Malcolm for London*.—Mrs. E. Barwell, mrs. Cartwright, and mrs. Cracklow; misses A. C. Domb, Holyoke, and Cracklow, C. R. Cartwright, esq., C. S., major Savage; capt. Armstrong; lieut. Armstrong; masters Cracklow, Baldeley, Birch, and Trebeck. *For the Cape*.—Thomas Wyatt, esq., C. S., and capt. Cubitt.

*Per Duke of Bedford*.—Mrs. col. Nott; mrs. col. Hay; mrs. Anson; C. Bayley, G. Bayley, and E. Hutton, esquires, civil service; major Christie, B. N. I., capt. Baker, artillery; capt. Gardner, B. N. I., capt. Ailker, cavalry; lieut. Anson, B. N. I.; R. Campbell, ditto; T. B. Swinhe, esq., and Mr. Sharpe. *Children*.—Misses Hay, Alexander, Anson, McPherson, and Templeton; masters Hay, E. M. Hay, Alexander, Aug. Alexander, Anson, and Stock.

*Per Cesar, for London*.—Lady Cunliffe, mrs. major Campbell; mrs. doctor Garden; mrs. Turner; two misses Cunliffe, miss Davidson, three misses Campbell; two misses Paton, two misses Turlon; miss M. D. Garden, miss Turner; Mr. R. H. Cunliffe; G. J. Taylor, esq., C. S.; capt. A. Browne, lieutenants Vibart, Stuart, and Laurell; two masters Garden, two masters Campbell; two masters Martin, two masters Turner, two masters Thompson, and eleven servants.

*Per Lavin*.—Mrs. Lavin and 2 children; Mrs. Eskine; mrs. Atkinson; mrs. Denman and 1 child; mrs. Twicken and 1 child; H. S. Lavin, esq., C. S., — Eskine, esq., and L. Gienstone, esq.

*Per Lord Hungerford, for London*.—Mrs. Wilson and two children, mrs. Oldfield and children; mrs. Child and two children, H. H. Wilson, esq.; — Oldfield, esq., civil service, captains Ross and Turner, lieutenants Oldfield and Kenworthy; W. Russell, esq. *Children*.—Miss Ripley; two masters Currie; two masters Forbes. *Servant*.—Miss Willer.

*Per Lorton*.—Mrs. genl. McGregor, mrs. Napier Campbell; mrs. Warden and child, mrs. Bent and 3 miss McGregors, children, major Smith; lieutenants Freeth and Bartleman, Verner, Mayhew, Gordon, and Atkinson, esqs., two masters Frasers, master Campbell, misses Campbell and Giddes.

*Per Duke of Buccleugh*.—Mrs. Blunt and 2 children; mrs. Mackenzie and child; mrs. Dampier and child; mrs. Nicholson and child, miss Stokes and two children; miss Vanscoine; the hon'ble W. Blunt; cols. Alexander and McKenzie, doctor Nisbet, captain Simpson; lieut. Shelly, and master Russell.

*Per Calcutta*.—Monsr. Charles Geraud, mons. B. Duclax, and lieut. Toulmein.

*Per Duke of Northumberland, for London*.—Mrs. Nowell, mrs. major Grenville, mrs. Cleland, mrs. Smout, mrs. Sperling, mrs. Vignon, mrs. Howard, and mrs. Dubbins; misses Henrich and Donethorne; A. Nowell, esq., M. P., capt. Sperling, H. M. 16th lancers, lieut. Donethorne; capt. C. S. Cover, H. M. S., revd Mr. Dubbins, John Johnson, esq.; Mr. Sperling, masters Wheeler, Hawes, W. Hawes, and Vignon, misses Temple and Vignon.

*Per Wall Watch, for Malacca*.—Rev. Mr. F. Hodgson; capt. Sherman, and Mr. J. Johnas.

*Per Albion, for Liverpool*.—Major O'ell and 2 children; capt. McKean, 42d regt. B. N. I.; capt. Campbell, H. M. 58th regt., lieut. Hardwicke, 10th regt. B. N. I., Lieut. Green; mrs. Brunsell; H. Brunsell, esq., master Brunsell, and one European.

*Per Recovery, for the Cape of Good Hope*.—Mrs. Lindsay; P. Y. Lindsay, esq., civil service. *For London*.—Mrs. Philp, master Fuller, miss Fuller; lieut. Jones, commanding troops, 57 troops, including women and children.

*Per Barretto Junior, for London*.—Mrs. Laws, mrs. Smith, mrs. Kempland, mrs. Thomson, mrs. Fullerton, mrs. Rowen, capt. Kempland, Brownlow, and Duncan, Lieut. Lyall; Mr. Robson, H. C. Munnig. *Children*.—Misses M. L. Rowen, Eliza E. Rowen, Charlotte J. Rowen, — Kempland, Laura Penitather, and G. L. C. Fullerton, masters H. Penitather, E. B. Rowen, Chas. J. Rowen, A. F. Rowen, J. D. August, Lieut. G. A. Laws, and G. A. Thomson. *For Madras*.—The venerable archdeacon Corrie, Henry Sargent, esq., and lieut. Anderson.

*Per Gormadd*.—Captain Windell, cavalry.

*Per Roberts, for London*.—Dr. and mrs. Henderson. *For Masulipatam*.—Lieut. and mrs. Cross; captain Windell, R. N.

*Per L'Esperance, for Penang*.—Lady and the hon'ble sir Benjamin Malkin.

*Per H. C. C. S. Bencoolen, for London via Cape*.—Mrs. Colville, mrs. Landale, mrs. Sullivan and 6 children, mrs. Lieut. H. Guzer, esq., capt. Teulon, lieut. Taylor, Mr. McKenzie, Mr. T. Elliot, and misses E. and J. A. Landale.

*Per Faun, for Liverpool*.—Mrs. McKey and 2 children, and major McKey.

*Per La Victorie*.—Mrs. Gouldhawk and child; lieut. col. Hardy; lieut. Handley, and A. Albrecht, esq.

*Per Lord Amherst, for London*.—Mrs. Swinton and family; mrs. Charters and family; Mrs. Beatson; Geo. Swinton, esq.; Dr. Charters, and captain Howard.

*Per Roxburgh Castle, for London*.—Mrs. Hogg, mrs. Floyer, mrs. colonel Dick, mrs. McMahon, mrs. Savory, and miss Stiles; J. W. Hogg, esq.; capt. Fawkes; capt. J. D. Stokes; lieut. Napleton; E. M. Gullandais, esq.; W. L. Grave, esq.; George Shure, esq., and 10 children.

## DOMESTIC OCCURRENCES.

### BIRTHS.

- Jan. 2 Calcutta, the lady of George Dougal, esq. of a son.  
 3 Calcutta, Mrs. J. King, of a son.  
 3 Bareilly, the lady of W. J. Conolly, esq., civil service, of a daughter.  
 3 Meerut, the lady of captain Tudor, of a son.  
 4 Goimgur, the lady of captain F. Palmer, of a daughter.  
 4 Calcutta, the lady of J. R. Martin, esq. of a son.  
 5 Calcutta, Mrs. William Ryland, of a son.  
 5 Calcutta, Mrs. F. Saupin, of a son.  
 7 On board of a hudgecow, a little below Allahabad, Mrs. Geo. Chisholm Hay, of a son.  
 8 Ghazepore, the lady of Dr. Butler, civil surgeon, of a son.  
 9 Fort William, the lady of T. Spens, esq., garrison assistant surgeon, of a daughter.  
 10 Calcutta, the lady of J. E. Breen, esq., of a daughter.  
 10 Meerut, the lady of captain Boud, of his majesty's 11th light dragoons, of a son and heir.  
 10 Calcutta, Mrs. W. C. D'Rozaire, of a son.  
 11 Calcutta, the lady of James Lamb, esq. of a daughter.  
 11 The lady of major Wm. McKie, of a son.  
 11 Calcutta, Mrs. F. F. Canbernon, of a son.  
 11 Hissar, the lady of A. A. MacVally, esq., civil surgeon of that station, of a daughter.  
 12 Calcutta, Mrs. G. H. Stapleton, of a daughter.  
 14 Chowringhee, the lady of G. Swinton, esq., of a son.  
 14 Karnal, the lady of John Free, esq., 10th regiment light cavalry, of a daughter.  
 15 Calcutta, Mrs. R. J. Canbery, of a daughter.  
 15 Akyab, the lady of capt. Dickenson, superintendent of Arrakan, of a daughter.  
 16 Ekamah, the lady of capt. C. G. Macm, 10th regt N. I., of a daughter.  
 17 Berhampore, Mrs. Benson, relict of the late capt. A. C. Beatson, 2d N. I., of a son.  
 18 Chowringhee, Mrs. Donald Mercado of a son.  
 18 Myingung, the lady of R. Walker, esq. of a daughter.  
 20 Meerut, the lady of captain H. J. Wood, horse artillery, of a daughter.  
 20 Poonah, in Tirhoot, the lady of capt. E. Gwatkin, superintendent H. C. stud, of a daughter.  
 20 Patna, the lady of S. Davies, esq. civil assistant surgeon, of a daughter.  
 20 Jubulpore, the lady of P. C. Smith, esq., agent to the governor general in the Saugor and Nerbudda territories, of a son.  
 21 Fort William, the wife of staff serjeant J. G. Herrold, of a son.  
 21 Mow, the lady of lieut. Mark Richardson, of a still born daughter.  
 23 Calcutta, Mrs. E. C. B. Ist, of a daughter.  
 23 Tewarab factory, Tirhoot, the wife of Mr. Wm. Kennedy, of a daughter.  
 25 Calcutta, the lady of doctor J. R. Vos, of a daughter.  
 26 Calcutta, Mrs. A. L. Davis, of a daughter.  
 27 On the river off Juttidabarey near Khoolnah, Mrs. Robert Doncett, of a son.  
 27 Chinsurah, the lady of lieut. Chas. Carter, of his majesty's 16th regiment, of a daughter.  
 28 Calcutta, Mrs. A. Fleming, of a son.  
 28 Meerut, the lady of colonel Harry Thomson, of a son.  
 28 Gurrarwah, the lady of the late J. A. D. Watson, esq., surg. of the 26th N. I., of a daughter.  
 31 Barrackpore, the lady of lieut. R. T. Sandeman, 33rd Regt N. I., of a son.  
 31 Calcutta, Mrs. J. Rodriguez, of a son.  
 31 Delhi, Mrs. Mary Ann Bates, wife of Thos. Bates, garrison serjeant major, of a son, who died immediately after.

- Feb. Bareilly, the lady of Godfrey Greene, esq., of the engineers, of a daughter.  
 Barrackpore, the lady of major R. Blackall, commanding the 50th N. I., of a daughter.  
 Bhaugulpore, the lady of F. O. Wells, esq., civil service, of a son.  
 Calcutta, the wife of C. Manly, esq., of a daughter.  
 Calcutta, the lady of captain Younghusband, of a son.  
 Chinsurah, the lady of brevet captain Bell, H. M. 16th regiment, of a daughter.  
 Calcutta, Mrs. R. S. Strickland, of a son.  
 Dacca, the lady of captain Winton, of a daughter.  
 Calcutta, the lady of Mr. Robert Wood, of a son.  
 Mrs. C. C. Berkeley, wife of Mr. W. D. Berkeley, of a son.  
 Calcutta, the lady of Mr. James Wood, of a daughter.  
 Chowringhee, the lady of lieut. R. B. Pennington, of a daughter.  
 Aiderpore, Mrs. M. Earls, wife of Mr. conductor John Earls, of a daughter.

### MARRIAGES.

- Jan. 1 Barrackpore, serjt. major John Northwick, 66th N. I., to Miss Mary Ann Southgate James.  
 1 Calcutta, J. G. Bagram, esq., to Eliza, daughter of M. Casper, esq.  
 1 Calcutta, Mr. T. Hampton, to Miss Emma Elrick.  
 2 Calcutta, George Clarke, esq. indigo planter, Moonsheadabad, to Miss Jane Olivia Jore.  
 2 Calcutta, Mr. William Bruce, to Mrs. Jennet McCoy.  
 9 Fort William, colonel J. Dennis, of H. M. 49th regt., to Jane, daughter of the late Archibald Colquhoun, esq., formerly a captain in H. M. 65th regiment.  
 9 Calcutta, David Downing, lieut. 3d native infantry, to Miss Margaret Jean Ward.



- Jan. 9 Patna, C. W. Francis, esq., of Dinapore, to miss Mary Anne Hume, of the same place.  
 9 Allahabad, serjeant R. B. Wrixon, commissariat, to mrs L. M. Craigh.  
 9 Dinapore, James M. Mackie, esq., to mrs. Anna Matilda Bolton, youngest daughter of capt Thos Edwards, of the same place.  
 11 Calcutta, mr Patten, to miss A. Stacy  
 12 Calcutta, William Stevenson, esq., assist. surg., 33d N. I., to Margaret Mary, eldest daughter of captain R. Stack, H. M.'s 45th regiment  
 13 Calcutta, mr Wm. Howard, to Isabella, second daughter of mr. Andre Arson  
 15 Barrackpore, captain Robert Louis Delanum, 66th regiment, to Jane Amelia, daughter of colonel William Youssouf, of Bowar, Cumberland, late of the Maurus army.  
 16 Cawnpore, mr Wm Philp, to miss Marlon Margaret Wilson.  
 18 Seebpore, James Lothian Wulkie, esq., to miss Anne Robert.  
 19 Calcutta, mr James Taylor, master mariner, to miss Isabella Christy.  
 19 Calcutta, capt G. R. Carmac, of H. M. 3d regt. huffs, to Henrietta, second daughter of the late major J. Maling, presidency paymaster  
 19 Calcutta, captain O. Jellicoe, of the *Resolution*, to Miss Sarah Rivers Brooke  
 22 Dinapore, lieutenant Thos V. Lysaght, adjutant H. C. European regt., to miss O'Halloran, daughter of brig. genl O'Halloran, C. B., commandant, the Dinapore division of the army.  
 25 Calcutta, mr James C. Thompson, to miss Dorothea Anne West.  
 28 Calcutta, Monsieur Edouard Marie Adrien Bertrand, to miss Eliza Rowson.  
 31 Calcutta, Jane Mary, daughter of James Young, esq., to R. Walker, esq., C. S.  
 Feb. 1 Calcutta, mr J. L. Carran, to miss Mary Collett.  
 4 Calcutta, Edouard Macnaughten, esq., to Isabella, only daughter of the late John Law, esq., Bengal medical service  
 9 Calcutta, mr Thomas D'Souza, to miss Mary Gomes.

### DEATHS.

- Jan. 1 Calcutta, Edward Marjoribanks, esq., commercial resident at Santipore, aged 15 years.  
 1 Fort William, Lieut. Allan Marshall, H. M. 19th regt., aged 26 years  
 2 Of a wound received on the preceding day, while on service against the Chowars, near Bander, Lieut. R. H. Turnbull, assistant of the 24th native infant y.  
 2 Butool, Emily Elizabeth, the daughter of Lt. Brown, 18th N. I., aged 18 months & 10 days.  
 3 Calcutta, Gacelin, the wife of Mr. G. E. Pyne, of Poonneh, indigo planter, aged 31 years.  
 3 Jessore, Francis, son of Mr. J. N. Thomas, sudder ameen of that district, aged 7 years, 8 months, and 11 days  
 3 Delhi, Susan, the infant daughter of capt. R. R. Hughes, 62d regt.  
 4 Dhun Duen, James Dodington Shywood, 6th son of N. P. Russell, esq., C. S., aged 16 months.  
 4 Calcutta, Dr. A. J. Culver, of G. M., aged 60 years.  
 5 Calcutta, mrs B. Barber, junior, aged 33 years.  
 6 Calcutta, Isabella Henrietta, daughter of captain R. H. Wischam, late of the *Berkham-pooter*, age 14 years, 6 months, and 11 days.  
 7 Calcutta, Martha Margaret Moore, the infant daughter of mr Peter Palmer, aged 1½ year.  
 8 Calcutta, John Mitchell, esq., surgeon of the H. C. C. S. *Bencoolen*.  
 9 Calcutta, Louisa, wife of mr W. Peat, master H. C. marm, aged 23 years and 5 months.  
 10 On board the *Cesar*, below the Sand Heads, serjt E. Daunt, H. A., aged 35 years  
 12 Calcutta, mr Robert William Waddy, register and accountant of the Marine Board office, aged 32 years, 10 months, and 24 days.  
 13 Calcutta, mrs L. W. Whallford, aged 26 years  
 14 Calcutta, mr C. Setano, aged 73 years.  
 15 Calcutta, miss Catherine Thornhill, daughter of the late captain Cuthbert Thornhill, formerly master attendant of Calcutta  
 16 Calcutta, mr J. H. my Hook, aged 39 years.  
 16 Chundapoor, miss Mary Anne Le Caune, aged 26 years.  
 16 Sen, Peter Bowles, the youngest son of captain J. D. Stokes.  
 17 Calcutta, Frederick Angerby, son of mr. C. Warden, H. C. marine, aged 6 months & 28 days.  
 18 Calcutta, Jane, infant daughter of mr J. Raven-scroft H. C. marine, aged 5 months & 17 days.  
 18 Calcutta, mr James Hennessy, aged 22 years, 2 months and 22 days.  
 20 Sophia Elizabeth, the infant daughter of mr James Ellison, indigo planter at Midnapoor.  
 21 Calcutta, mr James Shillmister, indigo planter, aged 31 years.  
 21 Calcutta, mr Vincent J. Pereira, aged 65 years  
 21 Fort William, the infant son of staff serjeant J. G. Heirolf  
 23 Calcutta, mrs D. Gomes, aged 18 years  
 25 Calcutta, mrs Frances Alice Williams, aged 23 years, 3 months and 27 days.  
 26 Calcutta, miss Charlotte Smith, aged 18 years.  
 27 Calcutta, master Charles Gilchrist, aged 18 years.  
 27 Calcutta, master Edward W. Gorlon, aged 16 years.  
 29 Calcutta, Theodore, son of mr and mrs R. Z. Shincore, aged 11 months and 7 days.  
 31 Calcutta, master Charles Clark Roberts, aged 7 years, 1 month and 11 days.  
 Feb. 1 Calcutta, mr Alexander Black, aged 70 years.  
 2 Jessore, captain V. Burgh  
 2 Serampore, mrs Draper, relict of the late James Draper, esq., aged 53 years.  
 3 Calcutta, miss Elizabeth Dumas Forbes, aged 13 years and 13 months  
 3 Calcutta, mr Henry Gordon, aged 18 years, 11 months and 22 days.  
 9 Calcutta, George Potter, esq., head assistant H. C. Botanical Garden, aged 38 years.  
 9 Calcutta, master Richard Smith, aged 7 years, 8 months and 9 days.  
 9 Entally, the infant daughter of Mr. J. J. Marques, aged 6 months.  
 10 Howrah, captain Charles Hutton Bean, assistant salt agent, Sullen, aged 43 years.  
 12 Calcutta, miss Ann Braman, aged 22 years.

# CIVIL APPOINTMENTS, &c.

[FROM THE 15TH FEBRUARY TO 8TH MARCH.]

## JUDICIAL AND REVENUE DEPARTMENTS.

- Adams, G., Mr.; to officiate as Collector of Tipperah, during Mr. Williams' absence. March 8.
- Alexander, J. W., Mr.; to officiate as Third Commissioner of the Court of Requests during Mr. Dobb's absence. Feb. 22.
- Andrew, P., Mr.; Magistrate of the Town of Calcutta, leave for three months, on medical certificate. Feb. 15.
- Beale, T. B., Mr.; Joint Magistrate and Deputy Collector of Goruckpore, leave for one month, on private affairs. Feb. 22.
- Bird, G. M. Mr.; officiating Head Assistant to the Magistrate and Collector of Juanpore, leave for eight months, on medical certificate to visit the Hills in the vicinity of Simla. Feb. 22.
- Bird, W. W., Mr.; Junior Member of the Sudder Board of Revenue in the Lower Provinces, leave for ten days, on private affairs. March 8.
- Brauder, J. M., Mr.; Assistant Surgeon, Southern Division of Cuttack, leave for fifteen days, in extension. March 1.
- Campbell, D., Mr.; Assistant Surgeon at Mirzapore, leave for three weeks, on private affairs, March 8.
- Campbell, E. L., Mr.; Joint Magistrate and Deputy Collector of Bogoorah, leave for one month. Feb. 22.
- Cheap, G. C., Mr.; Civil and Session Judge of Mynunsing, leave for one month, on private affairs. Feb. 22.
- Chunder Sekur Chowdree, Sudder Ameen of Zillah 24-Pergunnahs, leave for one week, on private affairs. Feb. 15.
- Conolly, W. J., Mr.; Magistrate and Collector of Bareilly, leave for fifteen days, on private affairs. Feb. 15.
- Currie E., Mr.; Joint Magistrate and Deputy Collector of Goruckpore, to officiate as Magistrate and Collector of the Northern Division of Bundelcund. Feb. 15.
- Davidson, C. T., Mr.; Assistant under the Commissioner of Revenue and Circuit of the 15th or Dacca Division, to officiate as Magistrate of Tipperah, during the absence of Mr. Williams. March 8.
- Davidson, T. R., Mr.; to officiate as Session as well as Civil Judge of Ramghur. Feb. 15.
- Dobbs, A., Mr.; Third Commissioner of the Court of Requests, leave for five months, on private affairs. Feb. 22.
- Elliott, H. M., Mr.; Head Assistant to the Magistrate and Collector of South Moradabad, to officiate as Joint Magistrate and Deputy Collector of Bareilly. Feb. 22.
- Erskine, J. C., The Hon'ble; to be Head Assistant to the Magistrate and Collector of Benares. Feb. 22.
- Pagan, G. W. Cadet; Engineers, to be Assistant to the Superintendent of the Road between Delhi and Allahabad. March 8.
- Garrett, W. N., Mr.; to officiate as Civil Judge of Rajeshahye, during Mr. Robertson's absence. Feb. 22.
- Gilmore, M. S., Mr.; to officiate as Magistrate and Collector of Jessore during Mr. Mill's absence. March 1.
- Gough, G., Mr.; to officiate as Session Judge of Tipperah, during Mr. G. P. Thompson's absence. March 8.
- Grant, J. C., Mr.; officiating Joint Magistrate and Deputy Collector of Furruckabad, to officiate as Magistrate and Collector during Mr. Pidcock's absence. Feb. 15.
- Jackson, C. C., Mr.; Joint Magistrate and Deputy Collector of Moorsshedabad, leave till the 11th Feb., in extension, on medical certificate. Feb. 15.
- Jackson, C. C., Mr.; Joint Magistrate and Deputy Collector of Moorsshedabad, to officiate as Joint Magistrate and Deputy Collector of Pubna. Feb. 22.

**Kagee Moohummud Mah, Principal Sudder Ameen at Burdwan, leave for fifteen days.** Feb. 22.

**Gannaway, W. R., Mr.; Joint Magistrate and Deputy Collector of Ghazee-pore, leave for twelve mths on medical certificate, to visit the Hill Provinces.** March 1.

**King, G., Mr.; Civil Surgeon at Patna, leave for two months and a half, on private affairs.** Feb. 22.

**LaTouche, C., Mr.; to officiate as Head Assistant to the Magistrate and Collector of Benares, during Honble J. C. Erskine's absence.** Feb. 22.

**Lawrence, H. M., Lieutenant; Artillery, to be an Assistant Revenue Surveyor, and to assume charge of the Survey in the Northern Division of Moradabad, during Captain Browne's absence.** Feb. 22.

**Lowther, R., Mr.; officiating Commissioner of Revenue and Circuit, for the 4th or Moradabad Division, leave for one month on private affairs.** Feb. 22.

**Mackenzie, A., Mr.; Judge of the Provincial Court of Appeal at Bareilly, to officiate as Civil and Session Judge of Cawnpore, during Mr. Thompson's absence.** March 8.

**Mangles, R. D., Mr.; to be Magistrate and Collector of Tipperah, and to continue to officiate as Secretary to the Sudder Board of Revenue for the Lower Provinces during the employment of Mr. Bushby on Deputation.** Feb. 22.

**Maxwell, R. W., Mr.; to be Magistrate, Collector, and Salt Agent of the Central Division of Cuttack.** March 8.

**McIntosh, G. G., Mr.; Assistant to the Joint Magistrate and Deputy Collector of Bogorah, to officiate as Joint Magistrate and Deputy Collector till further orders.** Feb. 22.

**Mills, A. J. M., Mr.; officiating Magistrate and Collector of Jessore, leave for one month, on private affairs.** March 1.

**Money, W. J. H., Mr.; to be Head Assistant to the Magistrate and Collector of Beerbhoom.** Feb. 15.

**Montgomery, R., Mr.; Assistant to the Magistrate and Collector of Azeemghur, to act as Head Assistant in the room of Mr. Thornton.** Feb. 15.

**Morrison, D. B., Mr.; to be Magistrate and Collector of Land Revenue, Customs, and Town Duties of Benares.** Feb. 22.

**Morris, G. J., Mr.; Civil and Session Judge of Behar, leave for six months, in extension, on medical certificate, to proceed to sea, for health.** Feb. 15.

**Pidcock, H., Mr.; officiating Magistrate and Collector of Furruckabad, leave for one month, on private affairs.** Feb. 15.

**Plowden, T. J. C., Mr.; Head Assistant to the Magistrate and Collector, to officiate as Magistrate and Collector of Seharanpore during Mr. Turner's absence.** Feb. 22.

**Quintin, W. St. Q., Mr.; officiating Joint Magistrate and Deputy Collector of Tirhoot, to officiate as Magistrate and Collector of Tirhoot, during Mr. Wilkinson's absence.** March 8.

**Read, F. E., Mr.; Head Assistant to the Magistrate and Collector of Purneah, leave for one week, in extension.** Feb. 22.

**Reid, J. F. M., Mr.; Register of the Court of Sudder Dewanny and Nizamut Adawlut at the Presidency, leave for one week, on private affairs.** March 6.

**Reid, J., Mr.; Assistant under the Commissioner of Revenue and Circuit, for the 16th or Chittagong Division, leave for one month, on medical certificate.** March 8.

**Ricketts, H., Mr.; Magistrate, Collector, and Salt Agent of the Northern Division of Cuttack, leave for six days, in extension.** Feb. 15.

**Ricketts, H., Mr.; Magistrate, Collector, and Salt Agent of the Northern Division of Cuttack, to remain at the Presidency, on duty, until further orders.** Feb. 22.

**Robertson, D., Mr.; Assistant under the Commissioner of Revenue and Circuit, for the 5th or Bareilly Division, leave for eight months, on private affairs, to proceed to Simlah.** Feb. 22.

**Robertson, W. T., Mr.; Civil Judge of Rajeshahye, leave for two months, on medical certificate, in extension.** Feb. 22.

**Robinson, F. H., Mr.; officiating Collector and Joint Magistrate of Shaljehanpore, leave for eight months on medical certificate, to visit the Hills in the vicinity of Simlah.** Feb. 22.

**Seetanath Bose, Sudder Ameen Zillah Nuddea, leave for nine days.** March 1.

**Smith, E. J., Mr.; Civil and Session Judge of Moradabad, to officiate as Commissioner of the Moradabad Division during Mr. Lowther's absence.** Feb. 22.

**Smith, Henry, Mr. ;** Supernumerary Collector, leave for two months, to visit the Presidency, preparatory to applying for furlough. March 8.  
**Steel, C., Mr. ;** Assistant to the Magistrate and Collector of Bandu, leave for two months, from the 2<sup>d</sup> March on private affairs. March 1.  
**Storkwell, G., Mr. ;** to be Commissioner of Revenue and Circuit, of the 6th or Allahabad Division. March 1.

**Thompson, C. F., Mr. ;** Civil and Session Judge of Cawnpore, leave for eight months, on medical certificate, to visit the Hills. March 8.

**Thompson, G. F., Mr. ;** Joint Magistrate and Deputy Collector of Bareilly, to officiate as Collector and Joint Magistrate of Shahjehanpore. Feb. 22.

**Thomas, H. H., Mr. ;** to be Session Judge of Mirzapore. March 1.

**Thompson, G. P., Mr. ;** to be Session Judge of Tipperah. March 8.

**Thornton, J., Mr. ;** Head Assistant to the Magistrate and Collector of Azermgurh, to officiate as Joint Magistrate and Deputy Collector of Gouckpore, vice Mr. E. Currie. Feb. 15.

**Turner, T. J., Mr. ;** Magistrate and Collector of Seharanpore, leave for four months, on medical certificate, to proceed to the Hills North of Deyrah. Feb. 22.

**Wilkinson, J. E. Mr. ;** Magistrate and Collector of Tirhoot, leave for twenty days, on private affairs. March 8.

**Williams, R., Mr. ;** to officiate as Magistrate as well as Collector of Tipperah. Feb. 22.

**Williams, R., Mr. ;** Officiating Collector of Tipperah, leave for a fortnight, on medical certificate. March 8.

**Woodcock, T. P., Mr. ;** Head Assistant to the Magistrate and Collector of Bhaugulpore, to officiate as Joint Magistrate and Deputy Collector of Bogoorah, until further orders, March 8.

**Woodcock, W. H. Mr. ;** Head Assistant to the Magistrate and Collector, appointed to officiate as Magistrate of Mirzapore. March 1.

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#### GENERAL DEPARTMENT.

**Alexander, George, Mr. ;** appointed Deputy Secretary to Government in the General Department. March 1.

**Bracken, W., Mr. ;** appointed First Assistant to the Collector of Sea and Island Customs, March 1.

**Ibbetson, R., Mr. ;** Governor of Prince of Wales' Island, Singapore and Malacca, to be absent from his appointment for six months, on medical certificate. Feb. 15.

**Murchison, K., Mr. ;** Resident Councillor of Prince of Wales' Island, to be absent from his appointment, for two months. Feb. 15.

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#### FINANCIAL DEPARTMENT.

**Bruce, Thomas, Mr. ;** to officiate as Civil Auditor during Mr. Wynch's absence. Feb. 22.

**Wynch, P. M., Mr. ;** Civil Auditor, permitted to be absent from his office, for one month, from the 1st March. Feb. 22.

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### ECCLESIASTICAL APPOINTMENTS, &c.

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[FROM THE 15TH FEBRUARY TO 8TH MARCH.]

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#### ECCLESIASTICAL DEPARTMENT.

**Bales, W., The Revd. ;** late Senior Chaplain on this Establishment, retired from the Company's service, from the 6th Aug. 1832. March 8.

**Jackson, John, The Revd. ;** late a Chaplain on this Establishment, retired from the Company's service, from the 21st Jan. 1832. Feb. 15.

## MILITARY APPOINTMENTS, &amp;c.

[FROM THE 19TH FEBRUARY TO 12TH MARCH]

- Adams, F., Mr. : appointed Cadet of Infantry. Feb. 19.  
 Anderson, W., Lieutenant and Adjutant : Artillery, to act as Adjutant to the Meerut Division of Artillery, vice Lawrenson. Feb. 9.  
 Angelo, R., Lieutenant : 34th N. I., leave from 1st Feb. to 1st Feb. 1834, on medical certificate, to visit Cheera Poonjee. Feb. 9.
- Bailey, R., Sergeant; European Invalids, admitted to the benefits of the Pension List. March 5.  
 Baker, O., Captain : Artillery, leave from the 1st Feb. to 1st April, in extension, to remain in the Hills North of Deyrah, on medical certificate. Jan. 28.  
 Bird, W. H. L., Acting Ensign, Infantry, permitted to proceed to the Cape of Good Hope for health, for eighteen months. March 5.  
 Blundell, G. S., Captain; 51st Bengal N. I., permitted to proceed from Bombay to Europe on furlough, for health. March 5.  
 Bogie, W., Assistant Surgeon; Medical Department, permitted to proceed to Europe on furlough, on medical certificate. March 12.  
 Dinssey, R. J., Assistant Surgeon; Medical Department, to rank from 9th June, 1832. Feb. 19.  
 Brown, B., Captain; Artillery, Revenue Surveyor, leave from the 15th Feb. to the 15th September, for health. Feb. 19.  
 Browne, J., Surgeon; Officiating Second Member Medical Board, Medical Department, leave from 25th Feb. to 25th July, to visit Poona, on medical certificate. Feb. 11.  
 Bruere, J. E., Lieutenant; 13th N. I., promoted to the rank of Captain by Brevet, from the 26th Jan. 1833. March 12.
- Campbell, G. G., Superintending Surgeon; Medical Department, to proceed to Europe, on furlough, on medical certificate. Feb. 26.  
 Casebourn, John, Conductor; Invalid Pension Establishment, permitted to proceed to Europe, on furlough, on medical certificate. March 5.  
 Chapman, Thos., Assistant Surgeon; Medical Department, to rank from 9th June 1832. Feb. 19.  
 Colnett, J. R., Captain; Barrack Master of Fort William, to be Superintendent of Gentleman Cadets, vice Captain Davies proceeded to Europe. Feb. 19.  
 Craigie, P., Captain; First Assistant Adjutant General of the Army, to officiate as Deputy Adjutant General of the Army. March 12.  
 Curtis, J. G. W., Ensign; 37th N. I., to be Lieutenant, from the 27th Feb., vice E. Maybery transferred to the Pension Establishment. March 5.
- Davidson, A., Captain; 13th N. I. and Assistant to the Political Agent North Eastern Frontier, leave extended to the 22d March, to rejoin. Feb. 27.  
 Davidson, G. H., Mr.; appointed Cadet of Infantry. Feb. 19.  
 Day, J. L., Captain; 8th N. I., to be Major, from the 20th July, in succession to J. Wilkie retired. Feb. 19.  
 Durie, R. H., Ensign; 65th N. I., to be Lieutenant, vice T. C. Barrett resigned, with rank from the 31st Jan. 1832, vice R. Taylor promoted. March 12.  
 Dyke, A. H., Supernumerary Ensign; 56th N. I., brought on the effective strength of the Regiment. Feb. 27.
- Farquharson, G., Lieutenant; 8th N. I., to be Captain of a Company, from the 20th July, 1832, in succession to Major Wilkie retired. Feb. 19.  
 Field, G. B. P., Mr.; Pension Establishment, permitted to return to Europe. March 5.  
 Fordyce, J., Lieutenant; Artillery, leave from 2d April to 2d Oct., to visit Almorah and Mussoorie, on private affairs. Feb. 9.  
 Forsyth, J., Surgeon; 45th N. I., leave from 23d Jan. to 23d July, to proceed to the Presidency, on private affairs. Feb. 9.

**Fraser, A. J.**, Lieutenant; 56th N. I., to be Captain of a Company, from the 19th Feb. 1833, in succession to **D. L. Richardson** transferred to the Invalid Establishment. Feb. 27.

**Fraser, T.**, Lieutenant; 7th Regt. L. C., permitted to proceed to Europe on furlough, on medical certificate. March 12.

**Fullarton, S. M.**, Ensign; 39th N. I., to be Lieutenant from the 9th Sept. 1832, vice **W. Palmer** deceased. March 12.

**George, R. G.**, Acting Ensign; Infantry, promoted to the rank of Ensign, in succession to **C. Savage** retired. March 12.

**Gilmore, H. C.**, Lieutenant; 69th N. I., permitted to proceed to the Cape of Good Hope, on medical certificate, for eighteen months. March 9.

**Goodwin, F. L.**, Cadet; Artillery, appointed Acting Second Lieutenant. Feb. 19.

**Gough, T.**, Lieutenant Colonel; 15th N. I., permitted to proceed to Van Diemen's Land on medical certificate, for eighteen months. March 12.

**Graham, J.**, Lieutenant; 55th N. I., leave from 1st Feb. to 1st April, in extension, to remain in the Hills North of Deyrah, on medical certificate. Jan. 28.

**Grant, J. W.**, Assistant Surgeon; Medical Department, in charge of the Medical Depot at Cawnpore, to proceed to the Cape of Good Hope, on medical certificate, for two years. Feb. 27.

**Green, H. M.**, Assistant Surgeon; Medical Department, to rank from 28th July 1832. Feb. 19.

**Hamilton, J.**, Conductor; Ordnance Commissariat Department, resigned his appointment of Superintendent of the Light House at Point Palmyras, is restored to his Military duties. March 5.

**Harrison, C. I.**, Acting Ensign; Infantry, promoted to the rank of Ensign, in succession to **J. Wilkie** retired. March 12.

**Hawkes, R.**, Captain; 9th L. C., to officiate as Second Assistant Adjutant General of the Army. March 12.

**Hill, G. M.**, Ensign; 17th N. I., appointed to the temporary charge of the 1st Company of Pioneers vice **Corfield** promoted. Feb. 9.

**Holvouke, J.**, Captain; 18th N. I., leave from 25th Feb. to 25th June, in extension, to re-join. Feb. 11.

**Jackson, A.**, Captain; 30th N. I., leave from 1st Feb. to 15th April, on private affairs, to visit Agra and Delhi. Feb. 9.

**Kennedy, W.**, Ensign; 38th N. I., leave extended for six months, from the 11th March, with permission to remain at New South Wales, for health. March 5.

**Lamb, Y.**, Lieutenant; 51st N. I., leave to proceed to Van Diemen's Land, on medical certificate, for two years. Feb. 27.

**Lawrence, H.**, Captain; 67th N. I., appointed to the 2d in Command of the Ramghur Battalion. March 12.

**Lawrence, H. M.**, Lieutenant; Artillery, appointed an Assistant Revenue Surveyor. March 5.

**Lindsay, W.**, Veterinary Surgeon; attached to the Central Stud, permitted to proceed to the Isle of France and eventually to Van Diemen's Land, on medical certificate, for eighteen months. March 12.

**Loughnan, J. M.**, Cornet; 10th L. C., to be Fort Adjutant of Fort William, vice **Captain Davies**. Feb. 19.

**Magnay, E.**, Acting Ensign; Infantry, promoted to the rank of Ensign, in succession to **J. W. H. Turner** transferred to the Invalid Establishment. March 5.

**Maybery, E.**, Lieutenant; 37th N. I., transferred to the Pension Establishment. Feb. 27.

**McCosh, J.**, Assistant Surgeon; Medical Department, to rank from the 2d Feb. 1831. Feb. 19.

**Mercer, A.**, Lieutenant: 70th N. I., promoted to the rank of Captain by Brevet, from the 31st Jan. 1833. March 12.

**Miles, F. A.**, Lieutenant: 1st Company 3d Battalion Artillery, to be Interpreter and Quarter Master of the 7th Battalion Artillery, vice Lawrence resigned. Feb. 9.

**Murray, J.**, Assistant Surgeon; Medical Department, to rank from 6th August 1832. Feb. 19.

**Oatley, J.**, Supernumerary Ensign; 39th N. I., brought on the effective strength of the Regiment. March 12.

**Parsons, E.**, Deputy Assistant Commissary, Ordnance Department, leave from 15th Mar. to 15th Nov., to visit the Hill Provinces, North of Deyrah, on medical certificate. Feb. 9.

**Pemberton, R. B.**, Lieutenant; 44th N. I., promoted to the rank of Captain by Brevet, from the 8th Feb. 1833. March 12.

**Philips, J., Mr.**; appointed Veterinary Surgeon. March 12.

**Pigott, C. C.**, Lieutenant: 18th N. I., leave from 15th Jan. to 15th Jan. 1834, to visit the Hill Provinces West of the Jamma, on medical certificate. Feb. 9.

**Plowden, J. C.**, Lieutenant; 17th N. I., permitted to proceed to Europe on furlough, on private affairs. March 5.

**Rait, W.**, Assistant Surgeon; Medical Department, to rank from 16th June 1832. Feb. 19.

**Reade, W. R.**, Lieutenant; 1st L. C., permitted to resign the service of the Hon'ble Company. Feb. 27.

**Reid, G.**, Supernumerary Lieutenant; 1st Regt. L. C., brought on the effective strength of the Regiment, vice W. B. Reade resigned. March 12.

**Remington, J.**, Lieutenant; 12th N. I., leave from 15th Jan. to 15th Feb. in extension, to rejoin. Feb. 11.

**Richards, C. J., Mr.**; appointed Cadet of Infantry. March 12.

**Richardson, D. L.**, Captain; 56th N. I., transferred to the Invalid Establishment. Feb. 19.

**Sage, J. C.**, Lieutenant; 72d N. I., transferred to the Invalid Establishment. Feb. 27.

**Shaw, R.**, Acting Ensign; Infantry, promoted to the rank of Ensign. Feb. 19.

**Stoddart, George Douglas**, Captain; Second Assistant Adjutant General of the Army, to officiate as First Assistant. March 12.

**Tickell, R. S.**, Ensign; 72d N. I., to be Lieutenant, from the 27th Feb., vice J. C. Sage transferred to the Invalid Establishment. March 5.

**Trevor, H. R. B.**, Cadet; Artillery, appointed Acting Second Lieutenant. Feb. 19.

**Tucker, H. T.**, Ensign; 8th N. I., to be Lieutenant, from the 20th July, 1832, in succession to Major Wilkie retired. Feb. 19.

**Turner, J., Mr.**; appointed Cadet of Infantry. Feb. 19.

**Venour, W. A.**, Surgeon; to be a Superintending Surgeon on the Establishment, vice G. G. Campbell proceeding on furlough to Europe. Feb. 27.

**Vos, J. G., Mr.**; appointed an Assistant Surgeon on this Establishment. March 5.

**Wheler, T. T.**, Ensign; 56th N. I., to be Lieutenant, from the 19th Feb. 1833, in succession to Captain Richardson, transferred to the Invalid Establishment. Feb. 27.

**Wilkinson, H. W. J.**, Lieutenant; 6th N. I., to be Interpreter and Quarter Master, vice Clarkson, promoted. Feb. 9.

**Woodburn, John**, Lieutenant; 44th N. I., permitted to proceed to the Isle of France on medical certificate, for twelve months. March 12.

## SHIPPING ARRIVALS AND DEPARTURES.

### Arrivals.

- Feb. 25 *Wall Watch*, W. Barrington, from Pondicherry and Madras, 14th Feb.  
 „ *Exporter*, R. Anwyl, from Mauritius, 31st December.  
 26 *Irrawaddy*, W. Warden, from Penang, 14th February.  
 28 *United States*, J. Webb, from Boston, 11th October.  
 Mar. 1 *Lady Hayes*, G. Kilby, from the Cape of Good Hope, 5th Dec. and Natal, 5th Feb.  
 „ *Elizabeth*, J. Norris, from Ceylon, 23d, and Madras, 24th February.  
 „ *Lord Amherst*, T. Rees, from Madras, 21st February.  
 4 *Andromache*, Andrews, from London, 29th Sept. and Madras, 25th February.  
 „ *Esmond*, D. Warren, from London, 2nd Oct. Cape of Good Hope 1st Jan. & Mad. 25th Feb.  
 „ *Susan*, R. Gillies, from Portsmouth 21th Oct. Madeira and Cape, (dates not mentioned).  
 „ *Lord Althorp*, B. Sproule, from Liverpool 24th September.  
 7 *Thetis*, W. Boothby, from Madras 25th February.  
 8 *Derren Dowlut*, W. Smith, from Ceylon 13th and Madras 26th February.  
 „ *Margaret*, J. Woodley, from Moulmein, 15th Feb. [20th Feb. & Gogoocepally, 3d March.  
 10 *Lord Wm. Bentinck*, Doutry, from N. S. Wales and Ekkupelly, (dates not mentioned), Madras.  
 „ *Britannia*, R. B. Bowden, from London, 9th June and the Cape of Good Hope, 24th Dec.  
 „ *Angelica*, J. D. Almeida, from Macao, 15th January.  
 10 *Swallow*, W. Adam, from Bourbon.  
 „ *Anthony*, J. B. Briggs, from Boston, 3d November.  
 16 *Dunvegan Castle*, J. Duff, from London 21st May, Sydney and Mauritius 9th February.  
 „ *Thistle*, A. D. Neves, from Rangoon 26th February.  
 „ *Emma*, J. King, from Kynok Phoo 4th March.  
 17 *Emmie*, A. Chelm, from Mauritius 21st January.  
 „ *Indus*, W. Huggatt, from Glasgow 2d November.  
 „ *Livingston*, P. Cowley, from Port Louis 1st February.  
 „ *Penang Merchant*, T. Youngusband, from Ceylon 9th and Madras 12th March.  
 19 *Juliana*, C. Tarbutt, from London 16th November and Madras 13th March.  
 „ *Madras*, H. Thornton, from Liverpool 22d September.  
 „ *Berendes*, W. Vaughan, from Kristnapatam 12th March.  
 „ *Phoenix*, W. Prentice, from Penang 5th January and Moulmein 1st March.  
 „ *Bengal*, J. Lee, from London, 4th November.  
 „ *Amable Creole*, Giraud, from Bourbon, 22d January and Pondicherry 12th March.  
 21 *Herculean*, W. Battersby, from Liverpool 13th November.  
 „ *Windscales*, G. Fisher, from Liverpool 25th October.  
 23 *Trial*, G. Baker, from Bombay 1st and Alleppey 19th January.  
 „ *H. C. Steamer Irrawaddy*, W. Warden, from Pooree 21st March.  
 24 *Jessy*, J. Auld, from Penang 2d March.

### Departures.

- Feb. 27 *Anna*, J. Somerville, for Masulipatam.  
 28 *Fyzobahny*, R. Noyes, for Muscat.  
 „ *John*, T. Wilson, for London.  
 „ *Roxburgh Castle*, G. Deany, for London.  
 „ *Constance*, C. Gellis, for Bourbon.  
 „ *Victoire*, J. Dene, for Havre de Grace.  
 „ *Kharrie*, H. M. Potter, for the Persian Gulf.  
 „ *Indus*, C. Balais, for Bourbon.  
 „ *Keat*, W. Hughes, for Madras.  
 „ *Ruby*, T. Hill, for Madras and Coromandel Coast.  
 „ *Revolution*, G. Jellicoe, for Madras.  
 „ *Georgian*, J. Land, for Philadelphia.  
 „ *Treaty*, G. Danton, for Philadelphia.  
 „ *Mercury*, C. Bell, for Penang, Singapore and China.  
 „ *Caledonia*, A. Symers, for Penang.  
 „ *Zenobia*, G. F. Owen, for London.  
 „ *Brougham*, G. M. Stavers, for Moulmein.  
 „ *Novo Dourado*, M. F. DeLuz, for Singapore.  
 „ *H. M. S. Magicienne*, Captain J. H. Plumridge, for Singapore.  
 „ *Indian Oak*, E. Worthington, for the Mauritius.  
 „ *Victoire and Lise*, P. Cartier, for Bourbon.  
 „ *Isabella Robertsou*, J. Hudson, for China, via Singapore.  
 „ *Georgiana*, W. Young, for London.  
 „ *Argyle*, A. Genves, for Madras.  
 „ *Sir Archibald Campbell*, C. Robertson, for Madras.  
 „ *Fort*, C. Robinson, for Singapore and China.  
 „ *Virginia*, J. Hullock, for Bombay.  
 „ *H. C. Steamer Enterprise*, for Pooree.  
 „ *Thalia*, W. H. B. Lee, for Mauritius.  
 „ *Ceylon*, F. Davison, for London via Ceylon.  
 „ *Exporter*, R. Anwyl, for Mauritius.  
 „ *Ann and Amelia*, W. Compton, for London.  
 „ *Carnatic*, D. Froodfoot, for Isle of France.



## LIST OF PASSENGERS.

## ARRIVALS.

*Per Will Watch, from Madras*—Mrs. Maudman; misses Pringell and Collins; revd T. Hodson; messrs. R. W. G. Frith, J. Bruce, J. Gonsalves, and N. Anthony.

*Per Exporter*.—Mrs. Anwyl.

*Per H. C. Steamer Irrawaddy, from Penang*.—Captain Nicholl.

*Per Lady Hayes, from Cape of Good Hope*.—Mrs. Campbell and two children; John Campbell, esq. civil service.

*Per Lord Amherst*.—Mr. A. Right.

*Per Andromache, from London*—Mrs. Ellerton and infant; mrs. Birrell, mrs. Rogers, mrs. Alex. Rogers; miss E. Rogers, revd. Mr. Currie, archdeacon; captain Birrell, European regiment; doctor Rogers; G. D. Wilkins, T. Dalrymple, and J. E. Drummond, esquires, writers; Mr. T. Haren, mrs. Ferrel, European servant.

*Per Exmouth, from London*—Mrs. Chippendall; mrs. Coultman; doctor Nathaniel Wallch, Bengal establishment; — Chippendall, esq. senior merchant, Bengal civil service, lieutenant Coultman, H. M. s 26th regiment, captain Macgrave, 25th regt B. N. I.; Mr. George Thomson, indigo planter, Mr. Brown; Mr. Richards, cadet; Mr. Murray, European servant.

*Per Susan, from London*—Mrs. Parish; mrs. Crommelin and children, misses Lamb, Aubrey, and McArthur, mrs. Aubrey, captain Crommelin, Bengal cavalry, captain Crommelin, engineer; captain Morhead and ensign Lamb, B. N. I., Mr. Phillips, cadet B. cavalry; messrs. Lovewell and Hollan, merchants; Mr. and Mrs. Rearey, mrs. Ball; 2 masters Rearey.

*Per Thetis*.—H. Palmer and H. Unwin, esqrs., civil service.

*Per Derree Dowlat, from Madras*.—Mr. William Storker.

*Per Britannia, from London*—Mrs. E. Burton and Mrs. E. Stalkarth; Misses M. Bradley, E. Stalkarth, and M. Stalkarth, masters W. Stalkarth and H. Stalkarth, T. Chapman, esq., surgeon; messrs. M. Murchatour, J. W. H. Dyer, and F. W. Pitt; ensigns J. W. S. Smith, King's Army, C. E. Burton, and R. T. Edwards, H. C. S. *From the Cape of Good Hope*.—Mr. and Mrs. W. Johnstone.

*Per Lord William Bentinck, from New South Wales*.—Mrs. Baldwin and child; capt Baldwin, H. M. 31st regt; lieuts. Buller and Irwin, H. M. 38th regt, and Archer, H. M. 16th regt; lieut. Stewart, H. M. 44th regt; Mr. Poot, H. C. S.; Wm. Lowe, esq., and 1 private, 31st regt.

*Per Dunvegan Castle, from Mauritius*.—Mr. Wm. Broad.

*Per Indus, from Glasgow*.—Lieut. A. Barclay, 68th N. I.; lieut. G. Dowglass, H. M. 44th regt.

*Per Emnee, from Mauritius*.—Messrs. Ed. Mawret and S. Paul.

*Per Juliana from London*.—Mrs. Stanhouse, mrs. Crisp, mrs. Beauchamp; misses Dalby, Lee, and Shardon, Mr. Purvis, writer, lieutenant Dennett; messrs. Manu, Western, and Middleton, Mr. Cook, returning to India.

## DEPARTURES.

*Additional Passengers per Roxburgh Castle*.—George G. Campbell, esq., superintending surgeon.

*Per Georgiana*.—Mrs. Heyman, miss James; major Seymour; messrs. Hicks and Richards, and 2 children, and miss James and Heyman.

*Per Isabella Robertson, for China*.—M. Pereira, esq., and F. Gouldsworthy, esq.

*Per Zenobia for London*.—Mrs. Swinton; mrs. Bird, mrs. Egar; two misses Egar; George Swinton, esq., ensign Kewar, Mr. Pitts; misses M. P. Brown, E. Egar, H. Swinton, and master Swinton, children. *For the Cape*.—Dr. Grant.

*Per Anne and Amelia*.—Mrs. col Young, mrs. Sage, and Mrs. Fraser and 2 children; 2 misses Hunters and C. Hunter; capt. Smith; D. Hunter and Colville, esqrs., lieut. Plowden; and capt. Fraser.

*Per Sir Archibald Campbell*.—Col. McLean and major Havelock.

*Per H. C. Steamer Irrawaddy, for Pooree*.—Mrs. Browne; miss Browne; doctor Browne; lieuts. Meik and Ewart; 160 troops.

*Per Crylon for Colombo*.—Miss. Bennet White and Mrs. Johanna.

*Per Virginia*.—Lieutenant Boscawen, Indian navy.

*Per Thalia*.—Mrs. D'Oyly; mrs. A. Marston; miss G. Marston; captain D'Oyly; John Carr, esq. W. Linney, esq., surgeon; col. Gough; Mr. Bird; monar Berges and master Parker.

*Per H. C. Steamer Enterprise, for Pooree*.—Mrs. Stevison; mrs. Sandeman; doctor Stevison; lieut. Sandeman, and 350 troops.

## DOMESTIC OCCURRENCES.

### BIRTHS.

- Feb.** 8 Bareilly, the lady of H. I. F. Berkeley, esq., of a son.  
 16 Calcutta, Mrs. Geo. H. Swaine, of a daughter.  
 16 Chittag, in Sylhet, Mrs. Henry Inglis, of a daughter.  
 16 Meerut, the lady of J. R. Hutchinson, esq., of the civil service, of a son.  
 17 Delhi, the lady of Captain Wm. Ramsay, major of brigade, of a son.  
 17 Calcutta, Mrs. W. K. Oid, of a daughter.  
 17 Kyook Phyo, Arracan, the lady of Lieut. G. Miller, 25th regt. N. I., of a son.  
 18 Chowringhee, the wife of Mr. Richard Aubrey, of a son.  
 20 Calcutta, the lady of Emma Joseph Esau, esq., of a daughter.  
 23 Calcutta, the lady of James Graves, esq., of a son.  
 25 General Hospital, Mrs. D. Nixon, of a son.  
 26 Calcutta, Mrs. Henry Gutfield, of a daughter.  
 27 Sutanpore, Benares, the lady of Lieut. R. S. Trevor, interpreter and quartermaster, 3d regt. cavalry, of a daughter.  
 28 Calcutta, the lady of Captain Patrick Grant, 59th regiment N. I., of a son.  
 28 Nussereabad, the lady of Lieut. Col. J. H. Lattler, commanding 54th regt. N. I., of a daughter.
- Mar.** 1 Benares, the lady of W. P. Goad, esq., C. S., of twins, a boy and a girl, the latter survived her birth one hour only.  
 2 The Lady of Captain Blyth, H. M.'s 49th regt., of a daughter.  
 2 Multia, the lady of Captain Kenneth Campbell, 45th regt. N. I., of a daughter.  
 3 The lady of H. Shakespeare, esq., of a daughter.  
 3 Calcutta, the wife of Mr. William Spence, H. C. pilot establishment, of a son.  
 3 Calcutta, Mrs. Sarah Dorett, (late of Bareilly), of a daughter.  
 8 Chinsurah, the lady of brevet Captain Smith, H. M. 16th regt., of a daughter.  
 10 Cawnpore, the lady of Captain Lucas Smith, 6th regiment light cavalry, of a daughter.  
 12 Calcutta, the lady of R. Fraser Lewis, esq., of a daughter.  
 12 Banstureeah, Kishnugur, the lady of G. S. Hills, esq., of a son, still born.  
 13 Patna, the lady of William Lumbert, esq., of the civil service, of a son.  
 13 Neemtullah, the lady of T. B. Rice, esq., of a daughter.  
 16 Howrah, Mrs. Francis Grose, of a daughter.  
 19 Chowringhee, the lady of Captain F. S. Hawkins, A. D. C. genl., of a son.

### MARRIAGES.

- Feb.** 10 Delhia, Lieut. R. F. Macvittie, of the 49th N. I., to Mary, the eldest daughter of Colonel E. H. Simpson, of the Bengal army.  
 15 Serampore, Mr. M. D'Cruz, of Chandernagore, to Miss Aurelia Vosconcellus.  
 26 Dinapore, T. Sandys, esq., C. S., to Caroline, third daughter of Nicholas Bayly, esq.  
 26 Dacca, the Revd. A. Macpherson, chaplain St. James' Church, Calcutta, to Miss C. Gibson.  
 28 Calcutta, Andrew Laddell, esq., to Miss Rose Amelia Greenway.
- Mar.** 9 Calcutta, Joseph Younghusband, esq., to Mrs. Arabella Freide.  
 11 Calcutta, Mr. James Reid, H. C. marine, to Miss Harriet Elizabeth Tucker.  
 12 Dinapore, the Rev. W. O. Rospin, to Jenn, youngest daughter of Capt. Reynolds, 63d N. I.  
 16 Calcutta, B. Reilly, esq., to Louisa, relict of the late A. Willson, esq., Rum Colla factory, Chuprah.  
 19 Calcutta, Mr. John Coud, to Miss Margaret Wright.  
 20 Calcutta, Lieut. William Henry Sneyd Ranney, of H. M.'s 3d buff, to Barbara Sarah Jane, daughter of Edward Strouch Cameron, esq., late of Culnah, indigo planter, deceased.

### DEATHS.

- Feb.** 9 Meerut, Sarah, wife of Mr. W. E. Clark, overseer in the barrack department, aged 27 years.  
 12 Cuttack, Mr. John Aiken, aged 23 years.  
 13 Calcutta, Elizabeth, wife of Mr. F. Hayer, head cutter to the H. C., aged 18 years.  
 16 Dadka, cadet Wm. Stiles, aged 18 years.  
 17 Calcutta, Ann Priscilla, daughter of Mr. J. Perren, aged 5 years, 7 months, and 13 days.  
 20 Calcutta, George Chisholm, esq., aged 78 years, 11 months, and 27 days.  
 21 Calcutta, David, the second son of David Ross, esq., aged 3 years and 4 months.  
 21 Calcutta, Ann, relict of the late Mr. conductor J. Morris, ordnance dept., aged 33 years.  
 22 Calcutta, Mrs. F. J. Bowers, aged 18 years, 10 months and 19 days.  
 23 Bandel, Mr. Augustino Joze Lobo, aged 22 years, 3 months, and 18 days.  
 23 Calcutta, Miss Ellen Sheau, (daughter of the late acting deputy assistant commissary J. Sheau) aged 16 years and 8 months.  
 23 Agra, Miss Duncan, the wife of J. Duncan, esq., civil surgeon of that station.  
 26 Chinsurah, Mrs. E. C. Saunders, relict of the late B. Saunders, esq., attorney at law, aged 35 years and 9 months.  
 26 Calcutta, Mrs. Henry Gutfield, aged 32 years and 7 months.  
 27 Calcutta, Charlotte, second daughter of Mr. W. J. L. Hudson, aged 17 years.  
 28 Calcutta, Master Alexander Fergusson Dick, aged 12 years and 2 months.  
 28 Chandernagore, Madame M. M. Saubolle, aged 40.

- Mar. 1 Calcutta, the infant Son of Mr. W. C. D'Rozario, aged 1 month and 18 days.  
 1 Calcutta, Mr. Wm. Moncksfield, of H. M.'s ship *Magicienne*, aged 19 years.  
 1 Royd street, Chowringhee, James, the eldest child of Mr. and Mrs. T. Fraser, aged 3½ years.  
 2 Calcutta, Mrs. Mary Ann Sophia Nuthall, aged 29 years, 6 months, and 10 days.  
 2 Entally, Mrs. A. Manly, aged 59 years.  
 5 Calcutta, Jane Henrietta Hall, 2nd daughter of Mr. J. J. L. Hoff, aged 7 years and 8 months.  
 5 Calcutta, Mr. John Thomas, formerly an indigo planter, aged 60 years.  
 7 Calcutta, Lucy Matilda, the daughter of Mr. Edward Brown Mann, aged 18 months.  
 7 Calcutta, Walter Benjamin, son of Mr. C. Marsack, indigo planter, aged 2 years & 3 months.  
 8 Calcutta, Master Joseph White, aged 7 years and 1 month, and Master Alfred White, aged 5 years and 6 months, both the children of Mr. E. White.  
 9 Bally Gunge, Lucy Jane, daughter of Mr. J. Hughes, V. S., aged 1 year, 10 months & 14 days.  
 9 Calcutta, Henry McKenzie, son of W. J. Baldwin, Esq., aged 2 years, 7 months and 7 days.  
 10 Ghuzzeepore, Moyle, the eldest son of Lieut. Gen. Moyle Sherer, of the Stud Dept., aged 5 years.  
 11 Serampore, Mrs. M. Annawett, aged 14 years and 5 months.  
 12 Calcutta, the infant daughter of Mr. and Mrs. T. Bacon, aged 15 months.  
 14 Calcutta, Anne, the wife of Mr. Charles Kerr, of the Military Board, Commissariat Dept.  
 16 Calcutta, Mr. Frederick Goss, aged 29 years.  
 17 Sealdah, Sophia, the wife of Mr. R. G. Crahley, assist. Genl. Treasury, aged 25 years & 22 days.  
 17 Calcutta, Cecilia Elizabeth, daughter of ensign Chas. Eneas Burton, 40th N. I. aged 4 months.  
 18 Calcutta, Mrs. Maria Hall, aged 39 years.  
 18 Calcutta, Anna Maria, wife of Mr. James Black, branch pilot, aged 35 years.

## CIVIL APPOINTMENTS, &c.

[FROM THE 15TH MARCH TO 6TH APRIL.]

### JUDICIAL AND REVENUE DEPARTMENTS.

- Alexander G. H. M., Mr. ; to be an Assistant under the Magistrate and Collector of Bareilly. March 15.
- Alexander, W. S., Mr. ; Joint Magistrate and Deputy Collector of Midnapore, leave for one month, on medical certificate. March 29.
- Boddam, R. H., Mr. ; to be Commissioner of Revenue and Circuit, for the 2d or Agra Division. March 29.
- Conolly, W. J., Mr. ; Magistrate and Collector of Bareilly, leave for fifteen days, in extension. March 15.
- Davidson, C. T., Mr. ; to officiate as Collector as well as Magistrate of Tipperah, during Mr. Williams' absence. March 22.
- Dick, W. F., Mr. ; to be Magistrate and Collector of Agra. March 29.
- Erskuie, J. C., The Hon'ble ; Head Assistant to the Magistrate and Collector of Benares, leave to proceed to the Isle of France, and eventually to Van Diemen's Land or the Cape of Good Hope, on medical certificate. March 15.
- Frazer, A., Mr. ; to officiate as Joint Magistrate and Deputy Collector of the Hurrecanah Division of the Dehlee Territory, stationed at Rohtuck. April 6.
- Golding, B., Mr. ; to be Magistrate and Collector of Chittagong. April 6.
- Gough, G., Mr. ; to officiate as Magistrate and Collector of Tipperah. April 6.
- Kemp, F. B., Mr. ; to be Assistant under the Commissioner of Revenue and Circuit of the 16th or Chittagong Division. March 29.
- LaTouche, C., Mr. ; to officiate as Joint Magistrate and Deputy Collector of Benares. March 29.
- Mainwaring, G., Mr. ; to be Session Judge of Bundelcund. March 29.
- McLeod, D., Mr. ; Officiating Magistrate of Behar, leave for one month, in extension. March 22.
- Neave, J., Mr. ; to be Session Judge of Allyghur. March 29.
- Roy Rhadagovind Baboo, Sudder Ameen, Zillah Hooghly, leave for one week. March 15.
- Smith, S. G., Mr. ; Head Assistant to the Joint Magistrate and Collector of Shajehanpore, leave for one month, on private affairs. March 29.
- Stainforth, H., Mr. ; to be Joint Magistrate and Deputy Collector of Tirhoot. March 15.
- Steer, C., Mr. ; to be Assistant under the Commissioner of Revenue and Circuit, of the 14th or Moorshedabad Division. April 6.
- Syed Abdool Wahid, Moulaev ; to officiate as Principal Sudder Ameen at Tirhoot. April 6.
- Syed Wilayat Ullee ; to officiate as Sudder Ameen at Furruckabad. April 6.
- Taylor, R. J., Mr. ; to be Session Judge of Benares. March 29.
- Taylor, W., Mr. ; to officiate as Joint Magistrate and Deputy Collector of the Central Division. March 29.
- Taylor, T., Mr. ; Officiating Magistrate of Cawnpore, leave for fifteen days, in extension, March 22.
- Thompson, W. F., Mr. ; to officiate as Joint Magistrate and Deputy Collector of the Hurrecanah Division of the Dehlee Territory, to be stationed at the Sudder Station of the Division. April 6.

- Toone, W. L. M., Mr. ; to be an Assistant under the Magistrate and the Collector of Behar. March 15.
- Tyler, E. F., Mr. ; to officiate as Magistrate and Deputy Collector of Allyghur. March 29.
- Whaler, J. Mr. to be Assistant under the Commissioner of Revenue and Circuit of the 10th or Sarun Division. March 29.
- Williams, R. Mr. Officiating Collector of Tipperah, leave for six weeks, on medical certificate, in extension. March 22.
- Williams, R., Mr. ; to be Assistant under the Commissioner of Revenue and Circuit, of the 10th or Sarun Division. March 29.

### GENERAL DEPARTMENT.

- Duncan, R. B., Surgeon ; Civil Surgeon and Assistant to the Commercial Resident at Etawah and Calpee, permitted to be absent from his station for six months, from the 1st May to 1st Nov., for the purpose of visiting the Hills, on private affairs. March 15.
- Lawrell, J. G., Mr. ; Assistant, in charge of the Commercial Residency of Santipore, permitted to be absent from his station for one week, from the 3d April. March 29.
- Macnaghten, W. H., Mr. ; to be Secretary to Government in the Secret and Political Department. March 15.
- Macswen, C., Mr. ; to be Secretary to Government in the Judicial and Revenue Department. March 15.
- Macswen, C., Mr. ; to be Chief Secretary to Government. March 15.
- Smith, H., Mr. ; permitted to proceed to Europe on furlough. April 6.
- Whitmore, C., Mr. ; obtained an extension of leave for a period of six months. March 22.

### POLITICAL DEPARTMENT.

- Macfarquhar, H., Captain ; 40th N. I., to be Assistant to the Resident at Ava. March 16.
- McCausland, J. K., Lieutenant ; 70th N. I., to be Assistant to the Political Agent at Soobah. March 19.
- Rawlinson, G. H., Captain ; Horse Artillery, to be Assistant to the Commissioner in the Tenasserim Provinces. March 16.

### FINANCIAL DEPARTMENT.

- Barwell, J. R., Mr. ; Sub-Treasurer, permitted to be absent from his appointment for one month, for health. March 21.
- Bruce, T. Mr. ; to officiate as Sub-Treasurer, during Mr. Barwell's absence. March 21.
- Palmer, H., Mr. ; to officiate as Civil Auditor, during Mr. Wynch's absence. March 21.

## ECCLESIASTICAL APPOINTMENTS, &c.

[FROM THE 15TH TO 29TH MARCH.]

### ECCLESIASTICAL DEPARTMENT.

- Jones, J. T., Revd. ; to be Chaplain at Singapore, in the room of the Reverend Robert Burn deceased. March 29.
- Parker, C., Revd. ; District Chaplain at Neemuch, permitted to be absent from his Station for one month, from the 9th April, to visit Mhow, on private affairs. March 15.

## MILITARY APPOINTMENTS, &amp;c.

[FROM THE 19TH MARCH TO 9TH APRIL.]

- Adams, F., Cadet; Infantry, leave from 1st March to 1st June, to visit Comilla, on private affairs. Feb. 23.
- Airey, H. C., Ensign; 59th N. I., leave from 30th March to 30th April, to visit Chunar, on private affairs. March 14.
- Barker, John, Gunner; Artillery, appointed Laboratory Man in the Expense Magazine at Dum-Dum. Feb. 23.
- Battley, R. E., Lieutenant; 22d N. I., leave from 20th Feb. to 20th April, to remain at the Presidency, on private affairs. Feb. 28.
- Beatson, J., Assistant Apothecary; to act as Assistant Steward to the Hospital of the 4th Company 3d Battalion, Artillery, and 1st Company of European Artillery Invalids. March 8.
- Becher, G., Colonel; 2d L. C., leave from 18th Feb. to 18th April, in extension, to remain at the Presidency, on medical certificate. March 9.
- Bell, H. P., Assistant Surgeon; to be First Assistant Garrison Surgeon, vice Spens transferred to the Body Guard. April 9.
- Betta, E. J., Lieutenant; 70th N. I., leave from 20th Nov. 1830, to 20th Feb. 1831, to remain at Saugor, and to rejoin, on medical certificate. March 9.
- Bird, W. H. L., Acting Ensign; Infantry, promoted to the rank of Ensign, in succession to P. P. V. V. DeBruyn deceased. April 9.
- Birrell, D., Captain; European Regiment, leave from 6th April to 6th Sept., to remain at the Presidency, on private affairs. March 14.
- Black, C., Lieutenant; 17th N. I., leave from 15th March to 15th Aug., to visit Gwalior and Futehgarh on private affairs. Feb. 22.
- Bowie, T., Quarter Master Sergeant; 60th N. I., admitted to the benefits of the Pension List. April 9.
- Blacken, J., Lieutenant; 29th N. I., leave from 17th Feb. to 20th July, to rejoin. Feb. 18.
- Brockman, G., Ensign; 24th N. I., to be Lieutenant from the 29th March, 1833, vice J. H. Beck deceased. April 3.
- Brooke, G. P., Ensign; to act as Adjutant of the 68th N. I., during the absence of Lieutenant and Adjutant Maling. March 14.
- Brooke, John, Gunner; Acting Barrack Sergeant, promoted to the rank of Sergeant and permanently attached to the Department of Public Works. Feb. 23.
- Bruce, H. A., Assistant Surgeon; Medical Department, leave from 1st March to 1st July, to proceed to Bancoorah, and eventually to Benares or Calcutta, on medical certificate. Feb. 21.
- Burt, C. H., Lieutenant; 64th N. I., leave from 1st April to 1st Sept., to visit Calpee on urgent private affairs. March 9.
- Campbell, C., Superintending Surgeon; appointed to the Agra Circle of Superintendence vice G. G. Campbell proceeded on furlough. March 8.
- Carlton, H. A., Cadet; Artillery, appointed Acting Second Lieutenant. March 26.
- Carr, C. A., Assistant Apothecary; Subordinate Medical Department, leave from 1st March to 1st July, to visit Cawnpore, on private affairs. March 14.
- Cecil, G., Lieutenant; 12th N. I., leave from 25th March to 25th Sept., to visit the Presidency, for the purpose of undergoing an examination in the College of Fort William. March 14.
- Chapman, T., Mr.; appointed Assistant Surgeon on this Establishment. March 19.
- Clarke, W., Conductor; Ordnance Commissariat Department, leave from 20th May to 20th July, to join his station. March 14.
- Collins, C. J. C., Lieutenant; 25th N. I., leave from 18th Feb. to 18th April, to remain at the Presidency, on medical certificate. Feb. 21.
- Collins, C. J. C., Lieutenant; 25th N. I., permitted to proceed to the Straits of Malacca, on medical certificate, for six months. March 26.
- Collins, C. M., Ensign; 25th N. I., permitted to proceed to the Straits of Malacca, on medical certificate, for six months. March 26.

- Collins, C. McF.**, Ensign; 25th N. I., leave from 1st March to 1st May, in extension, to remain at the Presidency, and to rejoin. March 12.
- Cooke, T.**, Lieutenant; 17th N. I., leave from 30th Jan. to 10th March, to proceed to Futehghur, on private affairs. Feb. 28.
- Corfield, W. R.**, Captain; 31st N. I., leave from 15th Feb. to 15th Nov., to visit Delhi, Meerut, and Kurnaul, on private affairs. Feb. 21.
- Corner, F.**, Lieutenant; 1st N. I., leave from 10th Feb. to 10th April, in extension, to rejoin his Corps. March 14.
- Cotton, H.**, Lieutenant; 67th N. I., leave from 10th Feb. to 10th Dec., to visit Landour, on medical certificate. Feb. 28.
- Craigie, George**, Assistant Surgeon; to be Second Assistant Garrison Surgeon, vice Spens transferred to the Body Guard. April 9.
- Cronmellin, J. A.**, Captain; Corps of Engineers, appointed to take charge of the 2d or Berhampore Division of the Department of Public Works, during Captain Garstin's absence. March 26.
- Cruisier, J.**, Drum Major; 9th N. I., transferred to the Pension Establishment. March 16.
- Cumberlege, H. A.**, Ensign; 74th N. I., leave from 25th Feb. to 25th May, to remain at the Presidency, on medical certificate. March 14.
- D'Aguilar, G. T.**, Lieutenant-Colonel; Invalid Establishment, to be Regulating Officer of the Invalid Thanahs in the districts of Bhaugulpore and Tirhoot, vice Lieutenant-Colonel Commandant Alldin. March 19.
- Darvall, E.**, Lieutenant, Interpreter and Quarter Master; 57th N. I., leave from 25th Feb. to 25th June, to proceed to the Presidency and apply for furlough. Feb. 28.
- Davidson, W. W.**, Ensign; to act as Adjutant to the Left Wing, 18th N. I., during the absence of Lieutenant Pigott. Feb. 18.
- DeCoursey, J.**, Gunner; Overseer in the Barrack Department, Fort William, promoted to the rank of Sergeant, from the 1st Oct. last. Feb. 20.
- Delamain, R.**, Captain; 66th N. I., leave from 25th Feb. to 1st May, in extension, to rejoin. March 14.
- Duncan, J.**, Assistant Surgeon; attached to the Civil Station of Agra, leave from the end of Feb. to the end of Dec. ensuing, on medical certificate. March 26.
- Edwards, R. T.**, Mr.; appointed Cadet of Infantry. March 19.
- Evans, D. F.**, Lieutenant and Adjutant; 16th N. I. leave from 2d Feb. to 2d Feb. 1834, in extension, to remain in the Hills North of Deyrah, on medical certificate. Feb. 18.
- Fagan, G. H.**, Cadet; Engineers, appointed Acting Second Lieutenant. March 26.
- Fisher, T.**, Lieutenant; 48th N. I., promoted to the rank of Captain by Brevet, from the 13th March, 1833. March 19.
- Forrest, L. T.**, Acting Ensign; Infantry, promoted to the rank of Ensign, in succession to T. C. Barrett resigned. April 9.
- Fraser, R. W.**, Lieutenant; 45th N. I., leave from 14th Feb. to 14th May, to remain at the Presidency, on private affairs. Feb. 21.
- Frost, Francis**, Gunner; Chaplain's Clerk at Cawnpore, promoted to Sergeant. March 15.
- Garstin, E.**, Captain; Corps of Engineers, leave extended for three months, from the 17th March, with permission to remain in China, on medical certificate. April 9.
- Golding, G. W.**, Lieutenant; 35th N. I., leave from 10th April to 10th July, to visit the Presidency, on urgent private affairs. Feb. 21.
- Gordon, J.**, Cornet; 3d L. C., leave from 15th Feb. to 15th Nov., to visit the Hills North of Deyrah, on medical certificate. Feb. 21.
- Griffin, J.**, Captain; 24th N. I., leave from 1st Nov. to 18th Dec. 1832, in extension, to rejoin. Feb. 21.
- Grissell, C.**, Lieutenant; 61st N. I., permitted to proceed to Europe, on furlough, on medical certificate. April 9.
- Guthrie, C.**, Captain; Invalid Establishment, permitted to reside at Serampore, and draw his allowances from the Presidency Pay Master. March 2.
- Harwood, J. T.**, Acting Ensign; Infantry, leave from 10th Feb. to 30th March, to visit the Presidency, on urgent private affairs. Feb. 21.
- Hawks, J. S.**, Ensign; Infantry, leave from 1st March to 1st May, to visit Poorie, on medical certificate. March 9.
- Hay, H.**, Captain; Major of Brigade, Rohilcund, Brigade Staff, leave from 26th March to 28th April, to visit Keyreegurh, on private affairs. Feb. 28.

- Hoare, C. B.**, Assistant Surgeon; 1st N. I., leave from 27th Jan. to 27th July, to visit the Presidency, on medical certificate. Feb. 18.
- Honrigh, H. D. V.**, Cadet; Infantry, appointed Acting Ensign. March 26.
- Howorth, H.**, Acting Ensign; Infantry, leave from 15th March to 15th Sept., to visit the Presidency, on urgent private affairs, preparatory to applying for furlough, for one year. Feb. 28.
- Hughes, M.**, Lieutenant and Brevet Captain; to act as Adjutant to the 44th N. I., during Lieutenant and Adjutant Woodburn's absence. March 14.
- Impey, H. R.**, Captain; (Officiating Brigade Major Jungle Mahaul Field Force,) 50th N. I., leave from 4th March to 4th July, to visit the Presidency, on medical certificate. March 9.
- Jones, J. W.**, Captain; 17th N. I., leave from 15th March to 15th Sept., to visit the Presidency, on private affairs, and preparatory to submitting an application for furlough. Feb. 18.
- Jones, W. P.**, Lieutenant; 22d N. I., leave from 15th Feb. to 15th Dec., to visit Ahmora, on medical certificate. Feb. 23.
- Kerney, —**, Bombardier; Artillery, appointed Laboratory Man in the Arsenal of Fort William, vice Elbbs deceased. Feb. 23.
- Kewney, H.**, Ensign; 50th N. I., leave from 10th March to 10th June, to enable him to complete a Survey of Burrahoom. March 14.
- King, J.**, Lieutenant; European Regiment, leave from 1st March to 15th Nov., to visit Cherra Poonjee, on medical certificate. Feb. 21.
- Kuyvet, A.**, Lieutenant; 6th N. I., leave from 1st April to 15th July, to visit Benares, on private affairs. March 14.
- Lawson, J. G.**, Lieutenant; 2d L. C., leave from 15th Feb. to 15th April, in extension, to remain at the Presidency, on medical certificate. Feb. 21.
- Leeson, Jos.**, Lieutenant; 42d N. I., leave further prolonged to the 14th January, 1833. March 19.
- Loner, W. H.**, Ensign; 21st N. I., to be Lieutenant, from the 19th March, 1833, vice W. H. Phibbs transferred to the Pension Establishment. March 26.
- Loughnan, J. M.**, Cornet; 10th L. C., leave from 1st Feb. to 1st May, to proceed to the Presidency, on private affairs. Feb. 28.
- Loughnan, J. M.**, Cornet; 10th L. C., and Fort Adjutant, Fort William, permitted to proceed to the Isle of France and Van Diemen's Land, on medical certificate, for eighteen months. March 26.
- Ludlow, S.**, Superintending Surgeon; permitted to proceed to Europe on furlough via Bombay, from Secmuck, for health. April 3.
- Lumsden, D.**, Ensign; 36th N. I., leave from 25th Feb. to 25th March, to remain at the Presidency, on private affairs. March 26.
- Lushington, M.**, Cornet; 7th L. C., leave from 8th Feb. to 8th May, in extension, to rejoin. Feb. 22.
- Macdonald, R. C.**, Captain; 49th N. I., leave from 20th Feb. to 1st April, to remain in Calcutta, on private affairs. March 9.
- Macdonald, R. C.**, Captain; 49th N. I., permitted to proceed to Europe on furlough, on private affairs. March 19.
- MacLean, R. N.**, Lieutenant; 2d N. I., leave from 28th Feb. to 30th April, to visit the Presidency, preparatory to applying for leave to proceed to Madras, on private affairs. Feb. 28.
- Madden, E.**, Lieutenant; Artillery, leave from 1st April to 20th Nov., to visit Simla, on medical certificate. Feb. 28.
- Madden, C.**, Assistant Surgeon; permanently appointed to the Civil Station of Futtehpore, vice Assistant Surgeon Warlow proceeded to Europe. March 26.
- Marshall, W. H.**, Captain; 35th N. I., leave from 28th Jan. to 25th June, to remain at the Presidency, on private affairs. Feb. 28.
- Martin, A.**, Acting Ensign; Infantry, promoted to the rank of Ensign, in succession to D. L. Richardson invalided. March 19.
- Master, G. C. S.**, Lieutenant and Adjutant; 4th L. C., to act as Station Staff at Nusseerabad, during the absence, on duty, of the Officiating Major of Brigade. Feb. 28.
- McMullen, H.**, Hospital Apprentice; to act as Assistant Apothecary and Steward to the Benares Division of Artillery, from the 1st April, during Assistant Apothecary Carr's absence. March 15.



**Milne, H.**, Supernumerary Ensign; 21st N. I., brought on the effective strength of the Regiment. March 26.

**Mitchell, W. St. L.**, Lieutenant; 13th N. I., leave from 15th February to 15th June, to main at the Presidency, on private affairs. Feb. 15.

**Neil, T.**, Sergeant; Artillery, appointed Overseer in the Barrack Department, Fort William, vice Dayle deceased. Feb. 20.

**Nicolson, J. S.**, Ensign; 50th N. I., leave from 13th March to 13th June, to visit Poorie, on medical certificate. March 18.

**Oliver, J.**, Captain; 17th N. I., leave from 15th Feb. to 15th Oct., in extension, to visit Landour, on medical certificate. Feb. 28.

**O'Brien, J. Mr.**; Head Clerk in the Magazine at Saugor, appointed an Assistant Overseer in the Department of Public Works. March 19.

**O'Brien, N.**, Sergeant; Artillery, appointed Laboratory Man in the Arsenal of Fort William, vice McNees discharged. Feb. 23.

**Pagan, J.**, Assistant Surgeon; Medical Department, leave from 15th Feb. to 15th March, to visit Rajmahal, on private affairs. Feb. 21.

**Parker, C.**, Lieutenant-Colonel; Artillery, leave from 26th Feb. to 26th May, to remain at the Presidency, on medical certificate. March 14.

**Parry, R. B.**, Veterinary Surgeon; 3d L. C., leave from 15th April to 15th May, in extension, to join the Hissar Stud, to which he has been temporarily appointed. March 18.

**Pearce, C.**, Captain; 29th N. I., permitted to retire from the service of the Hon'ble Company on the pension of his rank, from the date of sailing of the ship on which he may embark for Europe. March 26.

**Phibbs, W. H.**, Lieutenant; 21st N. I., transferred to the Pension Establishment. March 19.

**Phillips, J. S.**, Cadet; Artillery, leave from 7th March to 7th May, to visit Dacca, on private affairs. March 4.

**Phillips, P. C.**, Cadet; Infantry, appointed Acting Ensign. March 26.

**Pocklington, W. T.**, Lieutenant; 38th N. I., leave from 14th Jan. to 7th Feb., to visit the Presidency, on medical certificate. Feb. 21.

**Poett, J. J.**, Lieutenant; 27th N. I., permitted to proceed to Europe, on furlough, for one year, without pay, on urgent private affairs. April 9.

**Pringle, A.**, Surgeon; 2d N. I., leave from 20th Feb. to 20th May, to visit the Presidency, on urgent private affairs. Feb. 28.

**Rahan, H. T.**, Lieutenant; 47th N. I., promoted to the rank of Captain by Brevet, from the 15th March 1833. March 19.

**Raikes, R. N.**, Acting Ensign; Infantry, promoted to the rank of Ensign, in succession to J. C. Sage invalided. April 3.

**Richardson, D. L.**, Captain; Invalid Establishment, permitted to reside at the Presidency, and draw his allowances from the Presidency Pay Master. March 2.

**Roberts, A.**, Lieutenant-Colonel; European Regiment, leave from 2d March to 2d April, to visit the Presidency, on urgent private affairs. March 9.

**Sage, J. C.**, Lieutenant; Invalid Establishment, leave from 27th Feb. to 27th August, to remain at Berhampore, on urgent private affairs. March 9.

**Sissmore, J.**, Lieutenant; 23d N. I., leave from 15th March to 15th Sept., to visit Futteh-gurh, on private affairs. Feb. 28.

**Smith, D.**, Apprentice; to act as Assistant Apothecary to the Hospital of the 4th Company 3d Battalion Artillery and 1st Company of European Artillery Invalids. March 8.

**Smyth, G. C.**, Captain; 3d L. C., leave from 12th Feb. to 12th March, to remain at the Presidency, on medical certificate. Feb. 28.

**Spearman, J.**, Quarter Master Sergeant; 9th N. I., reduced to the rank of private by the sentence of a Garrison Court Martial, is remanded to the European Regiment at Dinapore. Feb. 23.

**Spens, T.**, Assistant Surgeon; First Assistant Garrison Surgeon, appointed to the medical charge of His Lordship's Body Guard, from the 1st April. April 3.

**Steer, W. W.**, Acting Ensign; Infantry, promoted to the rank of Ensign, in succession to W. Palmer deceased. April 9.

**Stewart, —.**, Sergeant; attached to the Arsenal Department, to act as Barrack Overseer at the General Hospital, vice O'Laughlin deceased. Feb. 20.

- Taylor, F. H.**, Garrison Congee House Sergeant; to act as Barrack Sergeant in Fort William, vice Sergeant Carr appointed Barrack Corporal. Feb. 20.
- Thomson, G.**, Captain; 40th N. I., leave from 25th Feb. to 26th April, in extension, to rejoin. Feb. 21.
- Thomson, J.**, Major; 31st N. I., leave from 1st Jan. to 1st July, to remain at Dinapore, for the purpose of adjusting his accounts with the Pay Department. Feb. 18.
- Thompson, R.**, Gunner; Overseer in the Barrack Department of Public Works, promoted to the rank of Sergeant, from the 1st October last. Feb. 20.
- Tierney, E. T.**, Lieutenant; 28th N. I., leave from 1st March to 1st Sept., to visit Boondshahur, on private affairs. Feb. 22.
- Tombs, J.**, Veterinary Surgeon; Horse Artillery, permitted to proceed to Europe, on furlough, on medical certificate. April 9.
- Tombs, J.**, Colonel; 7th L. C., leave from 7th March to 10th July, to remain at the Presidency, on private affairs. March 14.
- Townood, J.**, Ensign; 35th N. I., leave from 15th May to 15th Aug., to visit the Presidency, on urgent private affairs. Feb. 21.
- Trelawny, J.**, Major; 51st N. I., appointed a Member of the Arsenal Committee, vice Captain Richardson transferred to the Invalid Establishment. Feb. 21.
- Trelawny, J.**, Major, 51st N. I., leave from 30th Dec. to 21st Feb. 1833, to remain at the Presidency, on private affairs. March 4.
- Turner, F.**, Cadet; Artillery, appointed Acting Second Lieutenant. March 26.
- Turner, J. W. H.**, Captain; Invalid Establishment, leave from 2d March to 2d July, to remain at the Presidency, on private affairs. Feb. 28.
- Tytler, R.**, Surgeon; 50th N. I., leave from 21st Jan. to 21st June, to visit the Presidency, on medical certificate Feb. 26.
- Tytler, R.**, Surgeon; Medical Department, permitted to proceed to Europe, on furlough, on medical certificate. March 26.
- Venables, G. H.**, Ensign; 29th N. I., leave from 1st March to 1st Sept., to visit the Presidency, on urgent private affairs, preparatory to applying for furlough for one year. Feb. 28.
- Voules, H. P.**, Lieutenant; 3d L. C., leave from 15th Feb. to 15th Nov., to visit the Hills North of Deyrah, on medical certificate. Feb. 21.
- Wade, J. P.**, Lieutenant, Interpreter and Quarter Master; 13th N. I., leave from 25th March to 25th Sept., to visit Loodianah, on private affairs. March 14.
- Wakefield, J. H.**, Lieutenant; 17th N. I., leave from 15th March to 15th March 1834, to visit Almorah, on medical certificate. Feb. 28.
- Walker, T.**, Lieutenant; 1st N. I., and 2d in command of the 4th Local Horse, leave extended to the 4th March, on account of health. April 3.
- Warner, W. K.**, Acting Second Lieutenant; Artillery, leave from 1st March to 1st Sept. to visit Sultanpore, Benares, on private affairs. Feb. 28.
- Whish, G. P.**, Acting Ensign; Infantry, promoted to the rank of Ensign, in succession to E. Maybery pensioned. April 3.
- Wood, J. A.**, Lieutenant; Officiating 2d in command, Assam Light Infantry, leave from 1st March to 1st Dec., to visit Cherra Poonjee, on medical certificate. Feb. 21.
- Wood, W.**, Sergeant Major; 30th N. I., admitted to the benefits of the Pension List, March 26.
- Woodburn, J.**, Lieutenant and Adjutant; 44th N. I., leave from 5th Feb. to 5th April, to visit the Presidency, on medical certificate. March 12.
- Woodburn, J.**, Lieutenant; 44th N. I., leave extended from 12 to 18 months, on medical certificate. March 19.
- Woodburne, J.**, Lieutenant; 9th N. I., promoted to the rank of Captain by Brevet. March 19.
- Wyndham, C.**, Lieutenant; to officiate as Interpreter and Quarter Master to the 36th N. I., during Lieutenant Fisher's absence. Feb. 28.

## SHIPPING ARRIVALS AND DEPARTURES.

## Arrivals.

- Mar 26 *Shahool Hamed*, E. Dumont, from Bombay 5th and Point de Galle 24th January.  
H. C. Steamer *Enterprise*, C. H. West, from Pooree 24th March.  
*Cecilia*, P. Roy, from the Straits of Malacca 7th March.  
*Elizabeth*, J. Stephen, from Madras 13th, and Kottanputam 18th March.  
*Cupentish Bentuck*, E. Cooke, from Madras 19th March.  
29 *Fifeshire*, W. J. Crawley, from Madras 14th, Masulipatam and Vizagapatam 25th March.  
31 *Bernard*, J. L. Gillett, from Madras 21st, and Macanum 23d March. (25th March.)  
*Robert*, H. Blyth, from London 16th Oct. Mauritius 12th Feb. Madras 16th, and Coogacappelly  
*Thomas Doughty*, D. K. Brown, from Singapore 21st Feb. and Penang 5th March.  
April 1 *Young Rover*, W. Warrick, from Moulmein 3d March  
2 *Sultan*, T. Mitchell, from Madras.  
3 *Dragonair*, J. Mackenzie, from Maracanin 23d, and Madras 26th March.  
4 *Red Rover*, W. Clifton, from China 26th Feb. and Singapore 8th March.  
6 *Red Rover*, W. Warden, from China 13th, and Singapore 25th Feb.  
H. C. Steamer *Enterprise*, C. H. West, from Pooree 4th April.  
8 *Edmont J. Nash*, from Singapore 13th March.  
12 *Water Witch*, A. Henderson, from China 13th, and Singapore 25th March.  
Anne, J. M. Adler, from Mauritius 19th Feb. Bontou and Pondicherry, (dates not mentioned.)  
*Salamanca*, H. Goodwin, from Madras 1th, and Esakapelly 6th April. [ & Madras 5th April.  
15 *Mary*, T. Daniel, from Rangoon 3d April  
16 *Princep*, T. Hackwood, from Bombay 22d February.  
*Lord Win Bentuck*, H. Hutchinson, from Madras (date not mentioned)  
18 *General Gascoyne*, J. Fisher, from Liverpool 10th Oct. Isle of France 21st Feb. Colombo 1st  
*Hughley*, P. J. Reeves, from London 2d Dec. and Madras 14th April. [ & Madras 13th April.  
20 *Samuel Brown*, G. Harding, from Liverpool 30th December.  
*Dalla Merchant*, W. H. Crisp, from Rangoon 4th April.  
21 *Jamesina*, T. Hector, from China 16th March and Singapore 3d April.

## Departures.

- Mar. 25 *Anne*, H. Murphy, for Madras.  
24 *John Foster*, J. Tozer, for Moulmein.  
H. C. Steamer *Irawaddy*, W. Warden, for Pooree.  
30 *Thitis*, W. Boothby, for the Mauritius  
April 1 H. C. Steamer *Enterprise*, C. H. West, for Pooree.  
2 *Dover*, J. Austin, for Boston.  
3 *Angelica*, J. L. de Almeida, for Macao  
7 *Thistle*, A. D. Norris, for Rangoon.  
8 *Lord Althorp*, B. Sproule, for Liverpool.  
9 *Wil Watch*, W. Barrington, for Penang and Singapore.  
16 *Emma*, A. Chein, for the Mauritius and Bourbon.  
19 *Andromache*, J. Andrews, for London.

## LIST OF PASSENGERS.

## ARRIVALS.

- Per Shahool Hamed*, from Point de Galle.—Mr. James Cannon, merchant.  
*Per Cecilia*—Mrs. Ambrose and child; H. Alexander, esq., and Mr. Seth  
*Per Fifeshire*—Mrs. Crawley.  
*Per Bernard*—Mrs. Turton and family; mr. and mrs. Preston; mr. G. E. French and mr. J. Macdonell  
*Per Robert*, from the Mauritius.—Mrs. Littlefield and 2 children  
*Per Young Rover*—Mrs. Warwick and 2 children, and miss Green.  
*Per Sultan*, from Madras.—Capt. D. Wilson, country service, and James Talbert, esq.  
*Per Red Rover*, from China.—F. J. Morris, esq., C. C. S. From Singapore.—G. Fraser, esq., and Ezekiel Ezra, merchants.  
*Per Ber*, from Singapore.—James Matheson, John Agie, and A. M. Brown, esquires. From China.—John Eule, esq.  
*Per Water Witch*, from China.—R. Wilkinson, esq., merchant.  
*Per Ann*, from Mauritius.—Messrs. Bignon and S. Chabrier. From Madras.—Mr. J. S. Biss.  
*Per Salamanca*—Wm. Engenord, esq., merchant.  
*Per Princep*, from Bombay.—Lieut. J. Frushard, Indian navy; messrs. J. J. Burns and M. D'Silva, country service, and Hadjee Abdulla, merchant.  
*Per Hughley*—Dr. and mrs. Herklots; doctor Harding; doctor Waugh; mr. Sturt, engr. department; messrs. Tulloch and Wynne; mr. Keymer, mr. Crane, merchant; and mr. Watson, free merchant.  
*Per Dalla Merchant*—Mr. R. Theodore, merchant.  
*Per Jamesina*, from China.—Mrs. Donnelly and Alex. F. Donnelly, Esq. C. S.

## DEPARTURES.

*Per Will Watch, for Penang and Singapore*—Mrs. Thompson; lieut. C. J. C. Collins, 25th regt. N. I.; ensign W. Collins; masters Thompson and Gogery; Tanko Abdulla, prince of Queda, and followers.

*Per Adelaide, for Moulmein*—Mrs. Burney; A. D. Maingy, esq.; major Burney; capt. Rawlinson, and doctor Richards.

*Per Bark Emmie, for Mauritius*—Mr. E. Maurel and Mrs. Quesnel and Children.

*Per Exmouth, for London*—Captain and Mrs. Pearce; captain and Mrs. Field and two children; doctor and Mrs. Tytler; Mrs. Sage, Mr. and Mrs. Tomba; A. Mackenzie, esq., lieutenant Poett and Gissell. *Steage*—Mr. and Mrs. conductor Casebourn; Mr. and Mrs. Anderson and child; Mr. and Mrs. Skeavington and child; and Mr. Anderson.

*Per Andromache*—Captain McDonald and revd Mr. Percival.

## DOMESTIC OCCURRENCES.

### BIRTHS.

Jan. 9 Marao, the lady of J. N. Daniell, esq., of the British factory, of a son.

Feb. 6 Moulmein, in the Tenasserim provinces, the lady of lieut. A. M'Cally, deputy assistant commissary general, of a daughter.

Mar. 6 Allahabad, Mrs. Andrew D'Cruz, of a daughter.

7 Allahabad, Mrs. William Johnson, of a son.

12 Berhampore, the lady of capt. Charles Hewitson, 49th regiment, of a son and heir.

13 Calcutta, Mrs. Eliza Henrietta Grindall, of a son.

13 Meerut, the lady of captain Hoggan, 53rd native infantry, of a son.

14 Berhampore, the lady of J. D. Herklot, esq., of a daughter.

17 Madras, the lady of lieut. Colin Mackenzie, of a daughter.

19 Bhaugulpore, the lady of J. P. Ward, esq., of the civil service, of a son.

23 Calcutta, Mrs. D. Robinson, of a still-born child.

23 Calcutta, the lady of capt. R. Noyes, of a daughter.

24 Chunar, the lady of lieut. W. M. Stewart, fort adjutant, of a son.

26 Berhampore, the lady of captain Henry Doveton, of a daughter.

26 Calcutta, the wife of Mr. William Harper, assistant new mint, of a daughter.

26 Futehpore, the wife of Mr. sub-conductor M. McCarthy, of a son.

27 Calcutta, Mrs. Benjamin Richards, of a daughter.

28 Russapuglah, Mrs. Robert Brown, of a son.

29 Bantaly, Mrs. Raban, of a daughter.

29 Mirzapore, the lady of Hay Tweeddale Stewart, esq., of a daughter.

April 3 Cherra Poonjee, the lady of major Orchard, H. C. European regiment, of a daughter.

1 Jessore, the lady of Charles Ouan, esq., indigo planter, of a daughter.

1 Nusseerabad, the lady of lieutenant Corri, 54th N. I., of a son.

3 Chowringhee, the lady of H. T. Hanks, esq., C. S., of a daughter.

3 Dacca, the lady of James Pontef, esq., of a son.

3 Calcutta, the lady of capt. Ockenstone, of a son.

3 The Harroter Political Agency, Kotah, the lady of J. Corbet, esq., assist. surg., of a son.

6 Newcolly, the lady of Russell Skinner, esq., C. S., of a daughter.

6 Calcutta, Mrs. John Vandenbergh, of a son.

7 Meerut, the lady of W. H. Graham, esq., engineer, of a daughter.

8 Gormulpore, the lady of James Armstrong, esq., C. S., of a son.

9 Calcutta, the lady of monsieur Etienne White, of a son.

13 Barrackpore, the lady of lieut. G. Burney, 38th regiment N. I., of a son.

14 Calcutta, the lady of Johannes Aydall, esq., of a son.

16 Calcutta, the lady of John F. Leith, esq., barrister at law, of a daughter.

16 Calcutta, the lady of lieut. J. Caulfield Hamington, 24th regt. N. I., of a daughter.

### MARRIAGES.

April 2 Calcutta, sergeant Oliver Shaw, H. M.'s 16th regiment, to Mrs. Elizabeth Midwell.

8 Calcutta, W. S. Lambrecht, esq., to Harriett, eldest daughter of Joseph Savigny, esq.

8 Calcutta, Mr. Peter Dunlop Trezevant, to Miss Margaret Thompson.

10 Calcutta, Mr. Lewis Teyou, to Miss Elizabeth Mary Jones.

10 Shapore, Arrah, James Cosserat, esq., to Miss Rachel Gibbon.

### DEATHS.

Feb. 22 Sea, on board the barque *Princep*, Mr. James Pym, of the Company's service.

Mar. 16 Calcutta, William Dick Gamage, esq., of the H. C. regular service, late in command of the *Hulk Investigator*, aged 48 years.

21 Lucknow, Mr. William Campbell, writer in the residency office.

22 Calcutta, C. B. Hoare, esq., assistant surgeon, H. C.'s military service, aged 34 years.

23 Calcutta, Mrs. Catherine Sophia Kemp, lady of A. D. Kemp, esq., attorney at law, aged 24 years, 3 months, and 16 days.

24 Calcutta, Mr. John Paschall, aged 27 years.

24 Fort William, Mrs. Anne Michel, wife of sergt. Michel, ordnance department, aged 39 years.

25 Bancomah, ensign W. F. Alexander, of the Honorable Company's 50th regiment N. I.

25 Dum Dum, Louisa Eleanor, infant daughter of Mr. apothecary Henry Watson, 4th battalion artillery, aged 4 months.

- Mar. 26 Calcutta, Adam, the youngest son of mr. A. Ure, town major's office, aged 2½ years.  
 27 Calcutta, Mary, the infant daughter of major H. Burney.  
 29 Calcutta, Chas. J. C. Moore, the infant son of John Moore, esq. aged 10 months and 7 days.  
 30 Buncoorah, lieut. Beck, 24th native infantry.  
 30 Barrackpore, Henrietta, the daughter of mr. J. C. Robertson, aged 5 months and 4 days.  
 30 Calcutta, muster Henry Brady Pennington, of the *Winscales*, aged 14 years.  
 31 Calcutta, mrs. Mary Walter, aged 60 years.
- April 1 Calcutta, Margaret Isabella, daughter of mr. H. G. Statham, aged 11 months and 13 days.  
 2 Calcutta, mr. Francis De Monte Sinnes, aged 37 years, 10 months, and 16 days.  
 3 Calcutta, miss McCatery, aged 10 years.  
 3 Muttia, mr. H. T. Shakespeare, who was drowned in the river Jumna, in humanely endeavouring to save his own servant's life.  
 4 Calcutta, miss Louisa Kiernauder, daughter of capt. Kiernauder, aged 5 years & 7 months.  
 5 Calcutta, mr. John Preston Elze, of the Hon'ble Company's pilot service, aged 25 years.  
 6 Calcutta, Charlotte Frances, the infant daughter of J. G. Breen, esq.  
 7 Fort William, J. C. Price, son of key sergt. J. Price, aged 8 years, 8 months, and 8 days.  
 8 Calcutta, mr. Charles Ladd, of the *Hercules*, aged 22 years.  
 9 Calcutta, mrs. Lewis Pararn, pensioner, civil department, aged 67 years.  
 10 Calcutta, mrs. A. Lemousin, aged 27 years.  
 10 Coolie Bazar, mr. conductor George Foote, of the ordnance department, aged 47 years.  
 10 Fort William, capt. J. Vincent, H. M. 16th lancers, aged 35 years.  
 11 Howrah, Anthony Francis, infant son of mr. A. Brunoe, aged 11 months and 23 days.  
 11 Calcutta, m. Charles Millett, of the *Hercules*, aged 32 years.  
 11 Calcutta, miss Matilda Martindell, daughter of the late lieut. general sir Gabriel Martin-dell, K. C. B., aged 8 years and 8 months.  
 12 Calcutta, mr. John Watson, of the *Jutana*, aged 17 years.  
 13 Fort William, Mr. Charles Sweeney, aged 13 years, 9 months, and 10 days.  
 14 The Sandheads, on board the *Mernaid*, pilot vessel, A. T. Erquhart, esq., aged 27 years.  
 16 Calcutta, James Richard Barwell, esq., sub-treasurer, aged 49 years.  
 18 Calcutta, John, the infant son of mr. John Picachy, aged 4 years, 2 months, and 26 days.

## CIVIL APPOINTMENTS, &c.

[FROM THE 6TH APRIL TO 13TH MAY.]

### JUDICIAL AND REVENUE DEPARTMENTS.

- Alexander, W. S., Mr.;** Joint Magistrate and Deputy Collector of Midnapore, leave for three months, on medical certificate. April 12.
- Braddon, W., Mr.;** to officiate as a Judge of the Courts of Sudder Dewanny and Nizamut Adawlut at the Presidency. May 3.
- Burt, T. W., Mr.;** Assistant Surgeon at Dacca Jelallpore, leave from the 7th to the 17th Feb. last, to rejoin his Station. April 26.
- Campbell, D., Mr.;** Assistant Surgeon at Mirzapore, leave for two months, on private affairs, in extension. April 19.
- Colvin J., Mr.;** Assistant Surgeon at Gurruckpore, leave for four months, on private affairs. April 26.
- Cracroft, W., Mr.;** a Judge of the Provincial Court of Appeal for the Division of Dacca, leave for fifteen days, on private affairs, in extension. April 19.
- Davidson, C. T., Mr.;** to officiate as Magistrate and Collector of Tipperah, during the absence of Mr. Gough. May 13.
- Donnelly, A. F., M.;** to be Assistant to the Magistrate and Collector of Zillah 24-Per-gunnahs. May 13.
- Douglas, H., Mr.;** a Judge of the Provincial Court of Appeal for the Division of Patna, leave for six months, on medical certificate, in extension. May 6.
- Dunmergue, J. S., Mr.;** to be Assistant under the Commissioner of Revenue and Circuit of the 11th or Patna Division. May 13.
- Ewer, W., Mr.;** Commissioner of Revenue and Circuit for the 10th or Saran Division, to officiate as a Judge of the Courts of Sudder Dewanny and Nizamut Adawlut at Allahabad. April 12.
- French, A. H., Mr.;** Assistant to the Magistrate and Collector of Mozuffernuggur, leave for six months, to visit the Hills North of Deyrah, on medical certificate. May 6.
- Gholam Ulce Ukhbar, Moulavee;** to be Principal Sudder Ameen of Zillah Mirzapore. May 3.
- Gholam Yubya, Moulavee;** to be Principal Sudder Ameen for the City of Benares. May 3.
- Goodeve, H. H., Mr.;** Civil Assistant Surgeon, Chittagong, leave for one month, to enable him to join his Station. April 12.
- Gough, G., Mr.;** Officiating Magistrate and Collector of Tipperah, leave for one month, to visit Cherra Poonger, on urgent private affairs. May 13.
- Gubbins, Chas., Mr.;** to be Second Assistant to the Commissioner and Governor General's Agent at Delhi. May 13.
- Halhed, N. J., Mr.;** Officiating Special Commissioner, leave for fourteen days, on medical certificate. April 12.
- Halhed, N. J., Mr.;** Officiating Special Commissioner, leave for ten days, on medical certificate, in extension. April 26.
- Halliday, F. J., Mr.;** to be Joint Magistrate and Deputy Collector of Noncolly. May 3.
- Hodgson, E. L., Mr.;** to be Assistant under the Commissioner of Revenue and Circuit of the 1st or Meerut Division. May 13.
- Izzutt Ullee, Moulavee;** Principal Sudder Ameen, Zillah Nuddea, leave for one month, from the commencement of the Mohurram vacation. May 13.
- Jackson, C. C. Mr.;** Officiating Joint Magistrate and Deputy Collector of Pubna, leave extended to the 30th April, on medical certificate. May 3.
- Kinlock, C. W., Mr.;** to officiate as Joint Magistrate and Deputy Collector of Bareilly. April 26.
- Mainwaring, G., Mr.;** to officiate as Commissioner of Revenue and Circuit of the 10th or Saran Division. April 12.

**Money, D. J., Mr. ;** Assistant to the Magistrate and Collector, to officiate as Joint Magistrate and Deputy Collector at Midnapore, during Mr. W. S. Alexander's absence. April 19.

**Moohummad Khoorshed, Sudder Ameen at Moorshedabad,** leave for fifteen days. May 6.  
**Morland, E. H., Mr. ;** Assistant, placed under the Magistrate and Collector of Allahabad, leave for three months, on private affairs, in extension. April 19.

**Patton, P. E., Mr. ;** to officiate as Commissioner of Revenue and Circuit, for the 20th or Burdwan Division, in the room of Mr. Braddon. May 3.

**Plowden, G. A. C., Mr. ;** to officiate as Joint Magistrate and Deputy Collector of Chittagong. April 12.

**Raikes, C., Mr. ;** to be Assistant under the Commissioner of Revenue and Circuit for the First or Meerut Division. April 26.

**Raikes, H. T., Mr. ;** Assistant to the Magistrate and Collector of Rajeshahye, to remain at the Presidency, till the River opens, on private affairs. April 19.

**Reid, J., Mr. ;** Assistant under the Commissioner of Revenue and Circuit, of the 16th or Chittagong Division, leave for two months, in extension, on medical certificate. April 12.

**Robertson, W. T., Mr. ;** Civil Judge of Rajeshahye, leave for two months, on medical certificate, in extension. April 26.

**Saligram Oopadhia,** to be Sudder Ameen for the City of Benares. May 3.

**Sealy, C. T., Mr. ;** a Judge of the Court of Sudder Dewanny and Nizamut Adawlat at Allahabad, to remain at the Presidency till the River opens, on private affairs. April 19.

**Smith, C., Mr. ;** a Judge of the Provincial Court of Appeal for the Division of Dacca, leave for two months, on medical certificate. April 26.

**Taylor, T., Mr. ;** to be Joint Magistrate and Deputy Collector of Buggoorah. May 3.

**Thomas, E., Mr. ;** to be Assistant to the Commissioner of Kumaon. May 13.

**Thomas, F., Mr. ;** to be Assistant under the Commissioner of Revenue and Circuit, of the 1st or Meerut Division. April 12.

**Tusuddook Hoosein,** Principal Sudder Ameen of Zillah Futtehpore, leave for 25 days inclusive of the Mohurram vacation. May 3.

**White, M. G., Captain ;** Senior Assistant to the Superintendent of Arrakan, leave for one month, in extension. April 26.

#### GENERAL DEPARTMENT.

**Berney, R. B., Mr. ;** to be Commercial Resident and Collector of Tolls at Jungypore. April 6.

**Deedes, E., Mr. ;** to be Secretary to the Board of Trade. May 13.

**Grant, J. W., Mr. ;** to be Commercial Resident at Etawah and Calpee. May 3.

**Hyde, C. C., Mr. ;** to be Commercial Resident at Bauleah. April 6.

**Lawrell, J. B., Mr. ;** to be Assistant to the Export Ware House Keeper. May 13.

**Moore, R. F., The Hon'ble ;** to be Second Commissioner for investigating the Claims of the Creditors of the late Rajah of Tanjore. April 12.

**Moore, R. F., The Hon'ble ;** Second Tanjore Commissioner, permitted to proceed to Europe on furlough from Madras. May 13.

**Reid, A., Mr. ;** leave extended for six months, in extension, on medical certificate. May 6.  
**Repton, E. E. H., Mr. ;** to officiate as Salt Agent in the Southern Division of Cuttack, during Mr. Wilkinson's absence. April 12.

**Trotter, J., Mr. ;** to be Opium Agent for the Benares Division. April 19.

**Unwin, H., Mr. ;** to be Second Assistant to the Collector of Government Customs at Calcutta. April 12.

#### POLITICAL DEPARTMENT.

**Bell, A. R., Mr. ;** to be Assistant to the Resident at Catmandhoo. April 16.

**Bruce, —, Captain ;** Commandant of the Palace Guards at Delhi, leave for six months, from the 1st April, to visit the Simla Hills. April 16.

**Davidson, —, Captain ;** Assistant to the Agent to the Governor General North East Frontier, leave from the 22d to the 25th March last. April 16.

**Low, J. H.,** Lieutenant ; 39th N. I., to officiate as Commandant of the Palace Guards, during the absence of Captain Bruce, on leave to the Hills. April 16.

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### FINANCIAL DEPARTMENT.

**Dorin, J. A., Mr. ;** to be Deputy Accountant General and Accountant to the Military Department. May 3.

**Macnaghten, F., Mr. ;** to be Third Member of the Government Agency. May 3.

**Oakes, W. H., Mr. ;** to be Sub-Treasurer. May 3.

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### ECCLESIASTICAL APPOINTMENTS, &c.

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[FROM THE 26TH APRIL TO 13TH MAY.]

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### ECCLESIASTICAL DEPARTMENT.

**Carr, T., Reverend ;** to the Archdeaconry of Bombay, vacated by the Revd. J. Hawtayne, the late Archdeacon thereof. May 13.

**Wimberley, C., Revd. ;** leave extended to the end of December, 1834. April 26.

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### MILITARY APPOINTMENTS, &c.

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[FROM THE 16TH APRIL TO 16TH MAY.]

**Aldous, W., Captain ;** 38th N. I., leave from 15th Feb. to 10th May, in extension, to re-join his Corps. April 9.

**Anderson, J., Lieutenant-Colonel ;** 62d N. I., leave from 15th April to 15th Oct., to visit Mussoorie, on private affairs. April 2.

**Arnand, H. H., Captain ;** 34th N. I., leave from 15th April to 15th July, to visit Poorie, on medical certificate. April 16.

**Apperley, W. W., Lieutenant ;** 4th L. C., leave from 20th March to 25th Nov. in extension, to remain in the Hills North of Deyrah, on medical certificate. April 19.

**Backhouse, F. G., Ensign ;** 68th N. I., to be Lieutenant, from the 25th April, 1833, vice A. Barclay deceased. April 30.

**Barry, H., Lieutenant ;** 71st N. I., leave from 1st April to 1st Dec., to visit the Hill Provinces North of Deyrah, on medical certificate. April 4.

**Beaty, F., Lieutenant ;** European Regiment, leave from 1st April to 1st June, to visit the Presidency, on private affairs. April 4.

**Becher, G., Colonel ;** 2d L. C., leave from 18th April to 18th May, in extension, to remain at the Presidency, on medical certificate. April 18.

**Beck, F. G., Lieutenant ;** 13th N. I., leave from 26th Feb. to 11th May, to visit Khyree Gurh, on private affairs. March 22.

**Bingham, H., Sergeant ;** to be Sergeant Major. March 21.

**Black, C., Lieutenant ;** 17th N. I., leave from 15th Feb. to 15th July, to visit Gwalior and Fattelghur, on private affairs. April 19.

**Blaney, G., Assistant Steward ;** to act as Apothecary and Steward to Lieutenant Garret's Detachment of Artillery Drafts ordered by water to Cawnpore. April 13.

**Boileau, F. B., First Lieutenant ;** 4th Troop 3d Brigade Horse Artillery, leave from 1st March to 1st Sept., to visit Meerut and Moozuffurngur, on private affairs. March 22.

**Boland, J., Sergeant ;** to be Quarter Master Sergeant to Captain Pitt's Detachment. April 13.



- Bridgman, P.**, Second Lieutenant; Artillery, and attached to the Great Trigonometrical Survey, leave extended for two months, from the 11th Feb. last, on medical certificate. April 30.
- Brietzke, G. J.**, Acting Ensign; Infantry, promoted to the rank of Ensign, in succession to W. F. Alexander deceased. April 30.
- Brooke, G. P.**, Ensign; 68th N. I., to be Lieutenant from the 6th Oct. 1832, in succession to J. Thompson retired. April 30.
- Bruce, —.**, Captain; Commandant of the Palace Guards at Dehly, leave for six months, from the 1st April, to visit the Simla Hills. April 30.
- Bruere, J. E.**, Lieutenant and Brevet Captain; 13th N. I., leave from 26th Feb. to 25th March, to visit Khyree Gurh, on private affairs. March 22.
- Burnett, F. C.**, Second Lieutenant; 4th Troop 2d Brigade Horse Artillery, leave from 15th April to 15th Oct., to visit Simla, on private affairs. March 22.
- Burt, T. W.**, Assistant Surgeon; attached to the Civil Station of Dacca Jelallpore, leave from the 7th to the 17th Feb. 1833, to re-join his Station. May 9.
- Burton, C. E.**, Ensign; 40th N. I., leave from 13th April to 13th June, to remain at the Presidency, on private affairs. April 4.
- Campbell, D.**, Assistant Surgeon; attached to the Civil Station of Mirzapore, leave for two months, on private affairs, in extension. April 30.
- Cantley, R.**, Lieutenant, Interpreter and Quarter Master; 10th L. C., leave from 28th April to 5th June, to visit the Hills North of Deyrah, on private affairs. March 30.
- Chester, C.**, Lieutenant; 23d N. I., to be Adjutant vice Holmes promoted. April 19.
- Collyer, F.**, Lieutenant; 5th L. C., leave from 15th April to 15th Oct., to visit the Hill Provinces near Simla, on private affairs. April 18.
- Colvin, J.**, Assistant Surgeon; attached to the Civil Station of Gornuckpore, leave for four months, on private affairs. May 9.
- Cornish, P. G.**, Cadet; Infantry, leave from 1st April to 1st June, to visit the Presidency, on private affairs. April 10.
- Croft, J. T.**, Captain; 34th N. I., to act as Major of Brigade, vice Impey proceeded on leave of absence. March 21.
- Crownmellin, G. R.**, Captain; 1st L. C., leave from 7th April to 7th May, to remain at the Presidency, on very urgent private affairs. March 27.
- Dalby, G. H. M.**, Lieutenant; 68th N. I., to be Captain of a Company, from the 6th Oct. 1832, in succession to J. Thompson retired.
- Darvall, E.**, Lieutenant; 57th N. I., to proceed to Europe on furlough, on private affairs. May 11.
- Darvall, E.**, Lieutenant; 57th N. I., appointed to the charge of the Invalids, &c. of the H. C. Service, under orders of embarkation for Europe on the H. C. S. *Lord Amherst*, in the room of Captain Howard. May 11.
- Davies, W. B.**, Assistant Surgeon; appointed to the medical duties of the Civil Station of Gowahatty. April 16.
- Davies, W. W.**, Lieutenant-Colonel; 45th N. I., leave from 15th March to 1st August, to remain at Mirzapore, on medical certificate. April 4.
- Dorin, J. A.**, Mr.; to be Accountant to the Military Department vice Oakes. May 16.
- Downes, E. T.**, Assistant Surgeon; 51st N. I., to officiate as Garrison Assistant Surgeon at Allahabad, until the 15th Oct. next. April 16.
- Dowling, D.**, Lieutenant; 3d N. I., to be Captain of a Company, from the 20th April, 1833, in succession to T. Oliver promoted. May 9.
- Dring, R.**, Mr.; to the temporary command of a Detachment of the Ramghur Battalion at Sumbhulpore, with the rank of Local Lieutenant. May 16.
- Duncan, J.**, Surgeon; 14th N. I., leave from 15th April to 15th Oct., to visit Simla, on medical certificate. April 4.
- Dundas, T. G.**, Lieutenant; to act as Adjutant to the 72d N. I., during the absence of Lieutenant and Adjutant R. W. Beatson. April 9.
- Dundas, T. G.**, Lieutenant; 72d N. I., to act as Station Staff at Berhampore, during Lieutenant Beatson's absence. April 9.
- Edwards, W.**, Lieutenant; 18th N. I., to rank from 13th Dec. 1827, vice J. Brooke struck off. April 30.
- Egerton, J. P.**, Second Lieutenant; 1st Troop 3d Brigade Horse Artillery, leave from 1st April to 15th June, to visit Deyrah Dhoon, on private affairs. April 4.
- Erskine, John.**, Ensign; 40th N. I., to be Lieutenant, from the 20th Oct. 1832, vice J. Hay deceased. April 23.

- Faithfull, W. C.**, Colonel; 49th N. I., leave from 1st April to 15th. Nov. to visit Simla, on medical certificate. April 18.
- Finch, C.**, Assistant Surgeon; 13th N. I. leave from 25th March to 25th Oct., to visit Mussoorie, on private affairs. April 2.
- Fisher, A.**, Lieutenant, Interpreter and Quarter Master; 35th N. I., leave from 20th Feb. to 20th April, to remain at the Presidency, to enable him to appear before the College Examiners. April 4.
- Fisher, F. H.**, Assistant Surgeon; Medical Department, permitted to proceed to Europe on furlough, on medical certificate. April 16.
- Forster, H.**, Local Lieutenant and Adjutant; 3d Local Horse, to act as Second in Command of the Regiment, during Lieutenant Meade's absence. April 2.
- Fraser, A.**, Quarter Master Sergeant; to act as Sub Conductor, during the absence, on furlough, of Conductor Richardson. March 21.
- Follartou, R.**, Assistant Surgeon; appointed to the medical duties of the Civil Station of Goulparah. April 16.
- Gardner, S. W.**, Supernumerary Ensign; 28th N. I., brought on the effective strength of the Regiment, vice G. N. C. Hall deceased. April 16.
- Gascoyne, C. M.**, Cornet; 5th L. C., leave from 15th April to 15th Oct., to visit the Hill Provinces near Simla, on private affairs. April 18.
- Goodeve, H. H.**, Assistant Surgeon; Civil Assistant Surgeon at Chittagong, leave for one month, to join his Station. April 23.
- Goodeve, H. H.**, Assistant Surgeon; appointed to the medical duties of the Civil Station of Midnapore, vice Craigie. April 30.
- Grant, P.**, Captain; 59th N. I., leave from 8th March to 17th April, in extension, to remain at the Presidency, on urgent private affairs. April 18.
- Graves, H. M.**, Lieut.; 16th N. I., to be Captain of a Company, from the 3d May 1833, in succession to Major Peach deceased. May 16.
- Hall, C. B.**, Lieutenant; 40th N. I., leave from 20th March to 20th May, in extension, to rejoin. April 2.
- Halliday, T. A.**, Lieutenant; 45th N. I., leave from 15th April to 15th Oct., to visit Humnaspore, on private affairs. April 4.
- Hannington, J. C.**, Lieutenant; to act as Adjutant to the 24th N. I., during the absence of Lieutenant and Acting Adjutant Singer. April 12.
- Harrison, F.**, Ensign; European Regiment, to be Lieutenant, from the 2d May, 1833, vice J. King deceased. May 9.
- Harwood, J. T.**, Acting Ensign; Infantry, leave from 30th March to 20th April, to rejoin his Corps, on medical certificate. April 16.
- Harwood, J. T.**, Cadet; Infantry, promoted to the rank of Ensign, in succession to J. H. Beck deceased. April 30.
- Hickey, J.**, Lieutenant; 10th L. C., leave from 28th April to 5th June, to visit the Hills North of Deyrah, on private affairs. March 30.
- Horne, A.**, Lieutenant; 62d N. I., leave from 15th Feb. to 1st Dec., to visit the Hill Provinces West of the Jumna, on medical certificate. April 4.
- Horne, F. W.**, Acting Ensign; Infantry, leave from 15th March to 15th Nov., to visit Simla, on medical certificate. April 2.
- Horne, F. W.**, Acting Ensign; Infantry, promoted to the rank of Ensign, in succession to G. N. C. Hall deceased. April 30.
- Humphreys, S. P. C.**, Captain; 36th N. I., leave from 29th March, to 21st April, to remain at Indore, on medical certificate. April 10.
- Jackson, H. C.**, Ensign; 45th N. I., leave from 1st May to 1st Nov., to visit the Presidency, on urgent private affairs. March 25.
- Lamb, W.**, Ensign; 51st N. I., leave from 6th April to 6th July, to remain at the Presidency, on private affairs, and to appear before the Examiners of the College of Fort William. March 21.
- Lamb, Y.**, Lieutenant, Interpreter and Quarter Master; 51st N. I., leave from 1st March to 1st March, 1834, to visit Cherra Poonjee, on medical certificate. April 16.
- Landon, C. G.**, Ensign; 8th N. I., leave from 1st April to 1st Oct. to visit Simla, on private affairs. April 19.
- Lawson, J. G.**, Lieutenant; 2d L. C., permitted to proceed to China, and eventually to New South Wales, on medical certificate, for two years. April 30.
- Leeson, J.**, Lieutenant; 42d N. I., leave from 15th Feb. to 15th June, to remain at the Presidency, on private affairs. March 23.

- Lloyd, E. S., Lieutenant; 49th N. I., leave from 15th April, to 15th Oct., to proceed to Simla, on private affairs. March 30.
- Low, J. H., Lieutenant; 39th N. I., leave from 25th April to 25th Oct., to visit Simla, on private affairs. April 2.
- Low, J. H., Lieutenant; 39th N. I., to officiate as Commandant of the Palace Guards, during the absence of Captain Bruce. April 30.
- Lumley, J. R., Lieutenant; 9th N. I., leave from 15th March to 15th October, to visit Simla on medical certificate. March 22.
- Lumsden, D., Ensign; 36th N. I., leave from 25th March to 25th April in extension, to remain at the Presidency, on private affairs. March 25.
- Margrave, R. R., Captain; 25th N. I., leave from 5th April to 5th May, to remain at the Presidency. April 4.
- Martin, J., Lieutenant; 41st N. I., promoted to the rank of Captain by Brevet, from the 3d May, 1833. May 9.
- Master, E. P., Lieutenant; Artillery, leave from 25th April to 15th June, to visit Buxar and Shergotty, on private affairs. April 19.
- Matthews, W., Sergeant; to be Provost Sergeant to Captain Pitt's Detachment. April 13.
- Maynard, H., Lieutenant; 24th N. I., leave from 1st April to 1st June, to visit the Presidency, and eventually to Sea, on medical certificate. April 10.
- Maynard, H., Lieutenant; 24th N. I., permitted to proceed to Europe on furlough, on medical certificate. April 29.
- Mayow, J. H. W., Lieutenant; 14th N. I., leave from 15th April to 15th Oct. to visit Simla, on private affairs. March 30.
- McConnell, W. G., Ensign, 16th N. I. to be Lieutenant, from the 3d May, 1833, in succession to Major Peach deceased. May 16.
- McLaren, James, Captain; 16th N. I., to be Major, from the 3d May 1833, in succession to H. E., Peach deceased. May 16.
- Meade, E., Lieutenant; 3d Local Horse, Second in Command, leave from 15th March to 15th Nov., to visit Simla, on medical certificate. April 2.
- Morshead, E., Captain; 60th N. I., permitted to resign the service of the Honourable Company, from the 30th April. April 23.
- Moseley, G. W., Major; 38th N. I., leave from 30th March to 30th June, to visit the Presidency, on urgent private affairs. March 30.
- Monte, J. Captain; 23d N. I., leave from 15th April to 15th Oct., to visit Subathoo, on urgent private affairs. April 18.
- Napleton, T. E. A., Lieutenant; 60th N. I., to be Captain of a Company, from the 30th April, 1833, in succession to E. Morshead resigned. May 9.
- Nott, W., Lieutenant-Colonel; 16th N. I., leave from 31st March to 31st Oct. to visit Calcutta, on private affairs. April 4.
- O'Brien, C., Supernumerary Lieutenant; 3d N. I., brought on the effective strength of the Regiment. May 9.
- Oliver, T., Major; Infantry, to be Lieutenant-Colonel, from the 20th April, 1833, vice R. T. Seyer deceased. May 9.
- Ottley, G. O. B., Lieutenant; 6th N. I., leave from 15th March to 15th July, to visit the Presidency, on private affairs, and to appear before the Examiners of the College of Fort William. March 21.
- Panton, W., Surgeon; attached to the Residency at the Court of Scindiah, transferred to the Military branch of the service and placed at the disposal of His Excellency the Commander in Chief. April 16.
- Pattle, W., Major; 1st L. C., leave from 1st April, to 30th June, to visit Landour, on private affairs. March 30.
- Pearson, H. E., Supernumerary Ensign brought on the effective strength of the Regiment. April 30.
- Pigott, C. C., Lieutenant; 18th N. I., to rank from 25th Dec. 1827, vice J. Holyoake promoted. April 30.
- Price, R., Acting Ensign; Infantry, promoted to the rank of Ensign, in succession to W. H. Phibbs transferred to the Pension Establishment. April 23.
- Rahun, R., Lieutenant; 48th N. I., promoted to the rank of Captain by Brevet, from the 21st April, 1833.
- Reddie, G. B., Ensign; 29th N. I., to be Lieutenant; from the 24th April 1833, in succession to Captain Pearse retired. May. 9.

- Richardson, C. J., Lieutenant; to act as Interpreter and Quarter Master to the 57th N. I., during the absence of Lieutenant, Interpreter and Quarter Master Durvall. March 22.
- Riddell, T., Ensign; 60th N. I., to be Lieutenant; from the 30th April 1833, in succession to Captain Morhead resigned. May 9.
- Riley, S. D., Captain; 3d N. I., to be Major, from the 20th April, 1833, in succession to T. Oliver promoted. May 9.
- Roberts, W. M., Acting Ensign; attached to the 13th N. I., to act as Adjutant to the 3d Local Horse, during Local Lieutenant Forster's employment as 2d in command. April 4.
- Roxburgh, J., Lieutenant, Interpreter and Quarter Master; 39th N. I., leave from 4th April to 4th Dec. to visit Jubbulpore, on urgent private affairs, and the Presidency, preparatory to applying for furlough. April 2.
- Shaw, D., Lieutenant; 54th N. I., leave from 1st June to 30th Nov. in extension, to rejoin his Regiment at Nusseerabad. April 9.
- Shillock, J., Sergeant; to be Sergeant Major to Captain Pitt's Detachment. April 13.
- Simpson, D., Lieutenant; 29th N. I., to be Captain, of a Company, from the 24th April, 1833, in succession to C. Pearce retired. May 9.
- Skinner, J., Lieutenant; 61st N. I., to be a Sub Assistant Commissary General. April 16.
- Sleeman, J., Lieutenant, Interpreter and Quarter Master; 73d N. I., leave from 20th June to 20th Nov. to visit Saugor, on urgent private affairs. April 13.
- Smith, J., Garrison Assistant-Surgeon; Medical Department, leave from 4th April to 4th June, to visit Calcutta, on medical certificate. April 9.
- Smith, T., Assistant Surgeon; Medical Department, leave from 7th April, to 7th June, to visit Allahabad, on urgent private affairs. April 16.
- Stevens, J., Gunner, Artillery, to act as Chaplain's Clerk at Benares, from the 10th March, vice Sergeant Dutton, who has resigned that appointment. March 28.
- Stewart, T. D., Lieutenant Colonel; 10th L. C., leave from 30th April to 5th June, to visit Hurdwar and the Hills North of Dehra, on private affairs. April 4.
- Stone, H., Lieutenant; 49th N. I., leave from 15th April to 15th Oct., to proceed to Simla, on private affairs. March 30.
- Struthers, W., Captain; 14th N. I., leave from 15th April to 15th Oct., to visit the Hills in the vicinity of Koteghur, on private affairs. March 30.
- Stuart, J. L. D., Mr.; appointed a Cadet of Engineers. April 23.
- Thomas, C. H., Lieutenant; 11th N. I., leave from 25th April to 25th Sept., to visit Calcutta, on private affairs.
- Thomson, J., Captain; Corps of Engineers, to be Agent for the construction of Iron Suspension Bridges, and Superintendent of the Circular and Eastern Channels. April 23.
- Thomson, H., Colonel; 6th L. C., leave from 29th March to 29th March, 1834, to visit Mussoorie, on medical certificate. April 2.
- Thornton, S. L., Captain; 13th N. I., appointed to perform the duties of Major of Brigade during Captain Hay's absence. April 4.
- Tomkins, J. W., Ensign; 1st N. I., leave from 16th March to 16th June, to remain at the Presidency, on private affairs. March 23.
- Tulloch, J. S. D., Mr.; appointed a Cadet of Infantry. April 23.
- Vine, W., Mr., appointed a Cadet of Infantry. April 23.
- Wallace, F., Ensign; 18th N. I., to be Lieutenant, vice J. Brooke struck off, with rank from the 15th No. 1828, vice W. Minto promoted. April 30.
- Walsh, C. G., Ensign; 14th N. I., leave from 15th April to 15th Oct., to visit Simla, and Koteghur, on private affairs. March 30.
- Waugh, J. H. W., Mr.; appointed an Assistant Surgeon on the Bengal Establishment. April 23.
- White, M. G., Captain; Senior Assistant to the Superintendent of Arracan, leave for one month, in extension, from the 1st Jan. 1833, on private affairs. May 9.
- Wilkie, D., Lieutenant; 4th N. I., leave from 15th March to 15th May, to remain at Schore, on private affairs. April 19.
- Winbolt, S., Assistant Surgeon, Medical Department, leave from 20th April to 20th July, to visit Simla, on private affairs. April 19.
- Winfield, —, Captain; Commanding the Bhopal Contingent, obtained a further extension of leave to the 15th March last. April 16.
- Wollaston C., Cornet; 8th L. C., leave from 1st May to 10th Nov. to visit Simla, on private affairs. April 19.

## SHIPPING ARRIVALS AND DEPARTURES.

## Arrivals at Neggerce.

- April 23 *Crown*, J. Cowman, from Liverpool 20th December.  
 " *Barraket*, J. Fergusson, from Madras 12th, and Masulipatam 18th April.  
 27 *Flora*, J. J. R. Bowman, from Chittagong 21st April.  
 " *Kent*, W. J. Hughes, from Madras 21st April.  
 May 2 *Morgiana*, O. Fethers, from Liverpool 5th Dec. and Madras 27th April.  
 " *Corvo*, S. Towne, from Boston 22d December  
 4 *Ruby*, T. Hill, from Madras 19th, and Eskapelly 29th April.  
 6 *L'Esse*, Bellot, from Bourbon 30th March  
 15 *Janet*, A. Rodger, from Glasgow 18th Oct., Manilla 6th March, and Singapore 11th April.  
*Brongham*, P. M. Stavers, from Moulmein 8th April. Madras and Ennore 10th May.  
*Maikai*, J. T. Lancaster, from Cochin 25th April and Alepee 1st May  
*William Wilson*, J. H. Miller, from Mauritius and Moulmein 24th April.  
*Irrawaddy* (Steamer) W. Warden, from Kyook Phyou 14th May.  
*Duke of York*, R. Locke, from London 16th January and Madras 12th May.  
*Ingis*, J. Dudman, from London 20th Jan. and Madras 15th May.  
*Tiger*, L. Ellis, from Rio de Janeiro 6th March.  
*Elizabeth*, W. Hill, from Liverpool 24th December.  
*Donna Carmelita*, C. Gray, from Singapore 7th April and Coringa 20th May.  
*Hatruos*, Nacoda, from Bombay 2d April  
*Hoogly*, E. Bacon, from Boston 16th January.

## Departures from Saugor.

- April 23 *Adelaide*, A. Steel, for Moulmein.  
 " *Aimable Creole*, V. A. Giraud, for Bourbon.  
 24 *Exmouth*, D. Warren, for London  
 25 *Britannia*, R. B. Bowden, for London.  
 26 *Susan*, R. Gillies, for London  
 28 *Herculean*, J. P. Batteraby, for Liverpool.  
 28 *Jessy*, J. Auld, for Moulmein and Penang.  
 May 7 *Fifeshire*, W. J. Crawley, for Madras.  
*Elizabeth*, J. Stephen, for Penang and Singapore.  
*Drongan*, J. Mackenzie, for the Mauritius.  
*Red Rover*, W. Clifton, for Singapore and China.  
*Lord William Bentinck*, W. Doughty, for London.  
*United States*, J. Webb, for Boston.  
*Tango*, R. Richards, for Bombay.  
*Cecilia*, P. Roy, for Penang and Singapore.  
*Indus*, W. Hagart, for Glasgow.  
*Winkles*, G. Fisher, for Liverpool  
*Dunreagan Castle*, J. Duff, for London.  
*Irrawaddy* (Steamer) W. Warden, for Kyook Phyou.  
*Loringstone*, P. Cowley, for Liverpool.  
*Ernest*, J. L. Gillett, for London  
*Thomas Dougall*, D. K. Brown, for the Mauritius.  
*Aphrop*, J. B. Briggs, for Boston  
*Bee*, W. Warden, for Singapore and China.  
*Ann*, J. Adler, for the Mauritius  
*Madras*, H. Thornton, for Liverpool.

## LIST OF PASSENGERS.

## ARRIVALS.

- Per Dalla Merchant*.—Mr. R. Theodore, merchant.  
*Per Jamaica*, from China.—Mrs. Donnelly, and Alex. F. Donnelly, C S  
*Per Flora*—Lieut. C. H. Thomas, 11th regt. N. I., and Lieut. B. Maule, artillery.  
*Per Morgiana*, from Madras.—Capt. Irwin, Bombay army.  
*Per Corvo*, from Boston—Calherine S. Webb; Mary L. Sampson; Nathan Brown; Eliza W. Brown; Caroline J. Hartington; Dorothy S. Brown, infant; reyd A. Webb, missionary and Wm. C. Sampson.  
*Per Ruby*, from Madras.—Mrs. Gordon; E. Gordon and J. C. Andrews, esquires.  
*Per Brongham*.—Mr. Wilkinson, late chief officer of the schooner *Ann*.  
*Per William Wilson*, from Mauritius.—Mrs. Broad. *From Moulmein*.—Mr. Ronet, mariner.  
*Per Mackbar*, from Cochin.—Monsieur Comb, merchant; Mr. William Nicholas, marmen. *From Calcut*.—Mrs. Williamson  
*Per Duke of York*, from London.—Miss Elliott, Charles Chester, esq., writer; F. C. Trower, esq., and J. H. Dulles, esq., assistant surgeon.

## DEPARTURES.

- Per Fifeshire*.—Major Sutherland, Mr. Morris, and reyd Mr. Wolfe  
*Per Susan*, for London.—Mrs. Elliott and child; Mrs. Crumelmin, Mrs. Fisher and 2 children; Mrs. Mason and 3 children, R. Eginton, esq.; doctor Fisher; captain Nicol; Mr. Myers and Signor Mason  
*Per Lord William Bentinck*, for London.—Lieutenant Maynard and ensign Menzies.

## DOMESTIC OCCURRENCES.

## BIRTHS.

- Mar. 24 Kurmour, the lady of capt. B. Johnstone, of his highness the Nizam's army, of a son.
- April 3 Dinapore, the wife of Mr. Thomas Grey, of a son.
- 9 Meerut, the lady of Valpy F. T. Turner, esq., 1st cavalry, of a son.
- 12 Agra, Mrs. C. S. Stowell, of a daughter.
- 13 Calcutta, Mrs. J. Castello, of a son.
- 14 Cawnpore, the lady of George Crofton, esq., his majesty's 16th lancers, of a daughter.
- 15 Cawnpore, the lady of George Cantley, esq., 8th light cavalry, of a son.
- 17 Sea, the lady of Capt. J. Rickett, of the barque *Austria*, of a daughter.
- 19 Chowringhee, the lady of Robert Mortell, esq., of a daughter.
- 19 Calcutta, the lady of ensign H. J. Blunt, of the 48th regt. native infantry, of a son.
- 22 Dacca, Mrs. George Kallmas, of a daughter.
- 22 Calcutta, Mrs. W. Scott, of a daughter.
- 25 Berhampoor, the lady of Lieut. J. C. Rouse, H. M.'s buffs, of a daughter.
- 25 Mirzapore, the lady of W. H. Woodcock, esq., Bengal civil service, of a daughter.
- 26 Mhow, the lady of Capt. Windsor Parker, major of brigade, of a son.
- 27 Cuttack, the lady of Major T. Dundas, 47th N. I., of a son.
- 27 Garden Reach, the lady of Francis Macnaghten, esq., of the civil service, of a son.
- 30 Calcutta, Mrs. Charles Urqu, of a daughter.
- 30 Landour, the lady of Lieut. Fairhead, of the 28th native infantry, of a son.
- May 3 Calcutta, Mrs. Sarah Ewan, of a son.
- 3 Meerut, the lady of Capt. G. D. Roehuck, of a daughter.
- 4 Calcutta, Mrs. W. Smalley, of a son.
- 4 Mhow, in Malwa, the lady of Lieut. R. H. de Montmorency, 66th regt., of a daughter.
- 5 Garden Reach, the lady of John Franks, esq., of a daughter.
- 6 Allahabad, the lady of Henry Byng Harington, esq., civil service, of a daughter.
- 8 Hawrah, the lady of Capt. Charles Bell, of a daughter.
- 9 Calcutta, Mrs. J. Holloeb, of a son.
- 9 Calcutta, Mrs. A. Lingham, of a son.
- 10 Fort William, Mrs. H. J. Thompson, wife of sergeant James Thompson, of a son.
- 13 Howrah, Mrs. J. Floyd, junior, of a daughter.
- 14 Dacca, the lady of Thomas Richardson, esq., civil service, of a son.
- 15 Kyd Street, Chowringhee, the lady of G. Evans, esq., of a son.
- 15 Chunar, the lady of Capt. C. A. Munro, of the 74th regt. N. I., of a son.
- 17 Calcutta, the lady of David Ross, esq., of a daughter.
- 19 Barrackpore, the wife of Mrs. Henry Palmer, junr. and Mr. 48th N. I., of a daughter.
- 20 Chowringhee, the lady of H. W. Coulman, esq., 12. M. 26th regt., of a daughter.
- 21 Hooghly, the lady of T. A. Wise, M. D., of a son.

## MARRIAGES.

- April 6 Calcutta, Capt. J. Woodley, to Mrs. Eliza Vaughan.
- 8 Simla, R. Loughton, esq., assist. surg., political agency, Amballa, to Miss Ann Agnes May.
- 18 Monghyr, J. F. D'Oyley, esq., to Miss Page.
- Calcutta, James Henry Crawford, esq., civil service, to Miss Charlotte Shakespeare, third daughter of the late John Shakespeare, esq., civil service.
- Calcutta, Mr. John D'Souza, to Miss Elizabeth Mansfield.
- Calcutta, Charles Grant Udny, esq., of the civil service, to Mrs. C. F. Hunter.
- Calcutta, Mr. Robert Shelden Homfray, youngest son of Mr. J. Homfray of Llandaff, to Catherine Elizabeth, eldest daughter of Capt. J. J. Deiban, of the country service.
- May 4 Calcutta, Mr. W. T. Frederick, to M. E. Gervan.
- 5 Calcutta, Alfred Arabin, major of brigade of Barrackpore, son of the late general Arabin of West Drayton, Middlesex, to Mary, eldest daughter of the late Sir William Russell, chief justice of Bengal.
- 11 Calcutta, Mr. Sullivan Law Hyder, to Miss Amelia Butcher.

## DEATHS.

- Dec. 4 Sen, Mr. J. P. Aubrey, of the firm of Messrs. Currie and Co., of Calcutta.
- Mar. 19 Dun-Dun, Alicia Jeanette, daughter of the late Capt. Wm. Turner, of the 58th regiment native infantry, aged 5 years.
- April 10 Monghyr, Mrs. Martha Billon, aged 21 years, 8 months, and 26 days.
- 11 Mhow, Anna D'Oyley, daughter of Capt. Wm. Geddes, H. A., aged 11 months and 18 days.
- 13 Cawnpore, Wm. Warden, eldest son of Mr. W. Gee, aged 17 years, 4 months and 15 days.
- 13 Delhi, James Murray, infant son of Capt. R. R. Hughes, 62d regt., aged 2 years & 3 months.
- 13 Kaddapore, Mrs. Mary Maria Earls, wife of Mr. Gordon J. Earls, aged 30 years.
- 13 Chanderagore, Elizabeth Victoria, wife of Mr. Gerard de Labat, indigo planter, Kishnagaur.
- 18 Baughalpoore, the infant daughter of L. Burgess, esq., aged 1 month and 8 days.
- 19 Ncutolab, near Cuttack, Thomas Grigg, esq., formerly of Calcutta, aged 50 years.
- 20 Amungabad, Lieut. Col. Richard Twine Seyer, of the Bengal army, commanding the Aurangabad division of the regular troops of his Highness the Nizam, aged 48 years.
- 21 Bhawalpoore, George, the infant son of J. P. Ward, esq., civil service.
- 22 Sangoi, Margaret, daughter of magazine sergt. J. Prizzle, aged 6 years, 2 months & 5 days.
- 21 Calcutta, Mr. Henry Carling, of the hon. Company's marine, aged 23 years and 10 months.

- April** 25 Calcutta, Mary, the wife of John Grimadick, esq., aged 48 years, 7 months, and 8 days.  
 25 Chowringhee, Mary Amelia, the infant daughter of Robert Morrell, esq., aged 7 days.  
 26 Calcutta, Mrs. Rose Castello, aged 32 years, 5 months, and 9 days.  
 26 Calcutta, J. O. L. Ditley, esq., of the firm of E. Noak and Co., aged 28 years & 5 months.  
 26 Calcutta, Mr. J. F. O. Hand, indigo planter, aged 32 years, 8 months, and 29 days.  
 27 Meerut, Mr. Arthur Gibbon, aged 24 years.  
 27 Allahabad, Eliza Janet, eldest daughter of M. H. Turnbull, esq., C. S., aged 21½ years.  
 28 Barrackpore, Caroline Harriet, the infant daughter of Lieut. Col. Shuidham, of the 31st N. I., aged 8 months and 13 days.  
 28 Calcutta, Miss Emily Gaspar, aged 2 years and 4 months.  
 28 Sanderbunds, Mary Jane, the only daughter of the late Mr. Thomas Moran, head master of the artillery regimental school, Dum Dum, aged 15 years, 11 months, and 28 days.  
 29 Chinsurah, Master Charles William Saunders, aged 9 years.  
 29 Bugwangoiah, Anne, the infant daughter of Mr. H. Gutfield, aged 2 months and 3 days.  
 30 Calcutta, George Fortunado, the son of Mr. Geo. Brown, aged 2 years, 6 months, & 5 days.  
**May** 30 Calcutta, Mr. Joseph Conolly, superintendent of Scamphores, aged 70 years and 6 months.  
 1 Chinsurah, Elizabeth, the wife of Mr. J. C. Robertson, aged 18 years, 6 months, and 9 days.  
 2 Calcutta, Mr. Thomas White, pensioner in the hon'ble company's marine.  
 3 Calcutta, Miss Sarah Matilda Harvard, aged 1 year and 5 months.  
 3 Calcutta, Mr. W. Mabert, aged 27 years and 6 months.  
 3 Cawnpore, Major H. F. Pesch, deputy commissary general of the Bengal army.  
 7 Calcutta, Mrs. Flora Wallis, aged 40 years.  
 8 Calcutta, John Henry, infant son of Ensign H. J. Blunt, of the 48th regt. N. I., aged 18 days.  
 13 Calcutta, Sir John Wilmot Pridcaux, baronet of the Bengal military retired list, and formerly of the 37th regt. of N. I.

# CIVIL APPOINTMENTS

[FROM THE 1893-94]

## JUDICIAL

- Alexander, E. Mr. ; 12th or 13th inst.
- Batty, G. W. Mr. ; Jungle Mahal.
- Braddon, W. Mr. ; division, delivery.
- Burt, R. Mr. ; February, in absence last, to enable him to.
- Batty, G. W. Mr. ; Magistrate and Collector of further orders, in absence.
- Brown, J. Mr. ; of Mahanagar.
- Cuthbert, S. T. Mr. ; Regulation III. 1893.
- Davidson, C. T. Mr. ; Tipperah from the 1st inst.
- Donnelly, A. S. Mr. ; and Collector of the 1st inst.
- Davidson, C. T. Mr. ; Civil Judge of Tipperah, to Mr. M. W. Cuthbert on the 18th inst.
- Ellerton, J. F. Mr. ; Session Judge of Dinapore.
- Elliot, J. B. Mr. ; vision of Patna, leave for one month, on Medical Certificate.
- Gouldsbury, F. Mr. ; Magistrate and Collector of Sylhet, on medical certificate, till the 1st July inst.
- Gairrett W. N. Mr. ; is appointed to officiate as Session Judge of Rajshahi.
- Halhed, N. J. Mr. ; resumed charge of his duties as officiating Special Commissioner under Regulation III. 1893, for the division of Coochibhar, on the 18th inst.
- Hathorn, H. V. Mr. ; is appointed to officiate as well as Collector of Behar, until further orders.
- Malet, O. W. Mr. ; assistant under the Commissioner of Revenue and circuit of the 19th or 20th division.
- Martin, W. H. Mr. ; Joint Magistrate and Deputy Collector of Dacca, stationed at Furrerdpoore.
- Merner, J. Mr. ; Principal Sudder Ameen of Ellah.
- Millet, H. Mr. ; is appointed to officiate, until further orders, as Commissioner of Revenue and Circuit of the 20th or 21st division, continuing to hold the Session for Zillah Burdwan as at present; Mr. Millet has been authorized to nominate one of the assistants in the 20th division, to conduct the current duties of the office of Civil Judge of Burdwan until further orders.
- Martin, W. H. Mr. ; assumed the charge of the Office of Joint Magistrate and Deputy Collector of Dacca, stationed at Furrerdpoore, on the 18th inst.
- Quinton, W. St. Q. Mr. ; head assistant to the Magistrate and Collector of Sylhet, for four months, on medical certificate, to proceed to the Presidency and eventually to sea.



- Robertson, W. T. Mr. ; civil Judge of Burdwan, until further orders May 27  
 Richardson, T. Mr. ; civil and Session Judge of Zillah Dacca June 3  
 Raikes, H. T. Mr. ; head assistant to the Magistrate and Collector of Rye-shihve June 10.  
 Scott, T. C. Mr., Deputy Collector, and to officiate as Magistrate of Dacca May 20.  
 .. .. . Judge and Magistrate of Dacca until further orders, on completion of the special duty engaged at Mymensing. May 20.  
 Swettenham, H. Mr., is appointed Magistrate and Collector of Shahjehanpore — Mr. Swettenham will continue to officiate as Commissioner of Revenue and Circuit for the 8d or Furruckabad division, until further orders June 3  
 Shakespear, G. T. Mr. ; ditto as Magistrate and Deputy Collector of Dinagepore June 3.  
 Thompson, G. F. Mr., is appointed to officiate as Magistrate and Collector of Shahjehanpore.  
 Thompson, W. F. Mr., assumed charge of his office as officiating Joint Magistrate and Deputy Collector of the Hurreranah division of the Dehlee territory, on the 17th ultimo.  
 Waller, J. A. Lieut., of Engineers, assistant to Capt Drummond, Superintendent of the Road between Delhi and Allahabad. June 10.

## GENERAL DEPARTMENT.

- Bracken, W. Mr. ; to officiate as second Deputy Collector. June 17  
 Harrington, T. T. Captain ; to officiate as Master Attendant until the pleasure of the Hon ble the Court of Directors be known respecting the vacancy occasioned by the demise of Captain Jameson June 17  
 Hunter, J. Mr., first Deputy Collector of Customs at Calcutta, is permitted absent from the station for a period of three months from the 15th June, on urgent private affairs June 17  
 Hughes, R. W. Mr., a writer on the General Department, reported his return to the Presidency on the 14 instant. The Hon ble the Court of Directors have appointed to rank next below Mr George Chester in the list of Civil Servants belonging to this Presidency June 17  
 Palmer, H. Mr., to officiate as second assistant to the Secretary to the Board of Customs, Salt and Opium Superintendent of the Western Salt Chokeys and assistant to the Superintendent of Stamps, during the indisposition of Mr Nepeun June 17  
 Wilker, R. Mr., to officiate as first Deputy Collector of Customs during Mr Hunter's absence June 17

## POLITICAL DEPARTMENT

- Bogle, Captain, to be Principal assistant at Bishnath. April 3.  
 Davidson, Captain, to be Principal assistant to the Agent Governor General, North East Frontier April 3  
 Fisher, Lieutenant, to be Principal assistant to the Agent to the Governor General, North East Frontier, in charge of Cachet. April 3  
 Mitche, Lieutenant, to be Principal assistant at Gowahatti April 3  
 Rutheford, Lieutenant, to be Junior assistant to the Agent Governor General North East Frontier April 3  
 White, Major, to retain his present office and Allowances, as Political Agent for Upper Assam and Commandant of the Assam Light Infantry, and ordinarily to be stationed at Bishnath, April 3.

## MILITARY APPOINTMENTS, &c.

[FROM THE 16TH MAY TO 26TH JUNE.]

- Apperley W. W. Lieut ; leave from 20 March to 25 May, in extension. April 19.  
 Barber, J. Asst. Surg. ; to the Medical duties of the Civil station of Azimgurh vice Boswell. June 6.  
 Boulton, C. Lieut ; 47th N. I. leave from 15th May to 15th July, to visit the Presidency, on Medical certificate. May 23.  
 Baddeley, W. C. Lieut. Col. C. B. of the 30th N. I. to be Brigadier of the 1st class, in the Nizam's Army, and to the command of Aurungabad, vice Lieut. Col. Seyer deceased. May 30.  
 Boyd, H. Lieut. Sub-assistant ; Stud. Department, in charge of the Kurrumtadhee Depot, has three months leave of absence, from the 15th July, to visit the Presidency on private affairs. May 30.  
 Beecher, J. Col. ; leave from 15th April to 10th May. April 16.  
 Black, B. Lieut. ; leave from 15th February to 15th July, in extension.  
 Beecher, G. Cornet ; leave from 15th March to 16th April. April 20.  
 Box, T. Lieut. ; Europe Regt. leave from 25th April to 25 October. April 20.  
 Brace, E. Lieut. ; 49th N. I. to officiate as Fort Adjutant of Fort William. May 20.  
 Combe, H. T. Ensign ; Infantry, from the 2nd April 1833.  
 Charters, W. S. Surgeon ; to officiate as Presidency Surgeon, during the absence of Surgeon Nicolson, or until further orders. June 6.  
 Chester, C. Lieut. ; 26th N. I. is appointed Adjutant vice Holmes. April 16.  
 Cox, G. Lieut. ; 60th N. I. leave from 11th to 30th of September, in extension April 20.  
 Carlton, C. Ensign ; of the 37th, is permitted to continue doing duty with the 73d N. I. until the 1st Oct. next. June 8.  
 Cockson, V. Cornet ; to be Adjutant, vice Weinys, who has been permitted to resign the appointment. June 10.  
 Dunlop, W. Lieut. Col. ; of the 49th N. I. to be Deputy Commissary General. May 3.  
 Duffin, A. Major ; to be Lieut. Col. ; from the 26th December, 1832. May 23.  
 Dalston, Geo. Ensign ; from the 23d April 1833, in succession, F. Torrens resigned.  
 Davidson, A. Surgeon ; Medical Department, from 32d N. I. to the 1st L. C. May 27.  
 Dick, P. Ensign ; 47th N. I. to be Lieut. from the 6th June 1833, vice C. H. S. Freeman deceased. June 13.  
 Davidson, C. J. C. Captain ; of the Corps Ensign is placed under the orders of resident at Lucknow, by the king of Oude. June 6.  
 Duffin, A. Lieut. Col. ; (new promotion) to the 7th L. C. June 6.  
 Dick, H. Captain ; 56th N. I. leave from 20th Feb. to 1833 to 20th Feb. 1834 in extension, to remain in the Hills North of Deyrah, on Medical Certificate. June 8.  
 Elliot, E. K. Ensign ; leave from 15th April to 15th July.  
 Fisher, Lieut. ; to be Principal Assistant to the Agent to the Governor General, North East Frontier, in charge of Cachar. April 3.  
 Fisher, L. A. to do duty with Regt. at Barrackpore till 20th June next. April 21.  
 Glasgow, Wm. Capt. ; of the 61st N. I. having been declared incapable of performing the active duties of his profession, is at his own request transferred to Invalid Lists.  
 Grant, P. Capt. ; leave from 6th March, to 17th April, in extension.  
 Grant, J. Surgeon ; to be Apothecary to the Hon'ble Company.  
 Honywood, E. J. Capt. ; 7th Light Cavalry, to be Major.  
 Holmes, S. Asst. Surg. ; from the 23d to the 3d N. I. May 27.  
 Heythusen, G. E. V. Lieut. ; 24th N. I. leave from 8th April to 8th June. April 20.  
 Hopper, A. Q. Ensign ; 24th N. I. leave from 22d May to 22d June, to proceed to Dum-Dum, on Medical Certificate. June 8.

Harris, G. Major ; of the 63d Regt., is directed to join and to duty with the 33d N. I. June 10.

Kennedy, J. Lieut. Col. ; to be Col. from the 20th December, 1833. May 23.

Kingston, G. Captain ; 44th N. I. leave from 2d April to 2d June 1834.

Kennedy, J. Col. ; new promotion to the 5th L. C. June 6.

Landon, C. G. Ensign ; leave from 1st April, to 1st October. April 18.

Mac Nab, D. Asst. Surg. ; Medical Department, from the 3d to 32d N. I. May 27.

Milne, H. Ensign ; 21st N. I. leave from 5th July to 5th October, to proceed to Benares, on private affairs. May 22.

Martin, R. Lieut. ; Sappers and Miners, leave from 20th June to 31st October, to visit Agra, on private affairs. May 28.

Mills, C. E. Lieut. ; 2d Brigade Horse Artillery, leave from 15th May to 15th November, to visit Jessore, on private affairs. May 25.

Master, W. Cornet ; to be Lieut., from the 26th Dec. 1832. May 23.

Master, E. P. Lieut. ; 3d Battalion Artillery, leave from 15th May to 15th July, to visit Buxar and Sheergotty, on private affairs. June 8.

Muston, W. P. Surgeon ; is restored to the Military Branch of the service.

Nuthall, T. J. Lieut. ; of the 46th N. I. to be Sub-assistant Commissary General. May 23.

Newbolt, Geo. Ensign ; of the 81st N. I. to be Sub-assistant Commissary General. May 23.

Phillips, B. T. Lieut. ; 7th Light Cavalry, to be Captain of troops. May 23.

Panton, W. Surgeon ; to the 4th N. I. May 24.

Ross, A. H. Ensign ; from the 22d April, 1833, in succession to J. Hay deceased. May 23.

Renton, D. Surgeon ; from the 1st Light Cavalry to the 62d N. I. May 27.

Rogers, T. Veterinary Surgeon, attached to the Horse Establishment, has an extension of one month's leave of absence, to enable him to rejoin his station. May 30.

Ross, D. Lieut. ; of the 61st N. I. to be Assistant to the Resident at Gwalior, vice Captain Dyke. June 6.

Richardson, R. E. T. Lieut. ; 62d N. I. leave from 27th April to 23rd May, to remain at Muttra, on Medical Certificate. June 8.

Reily, T. B. Sub-conductor ; Ordnance Department, leave from 25th April to 20th October to proceed to Mussoorie, on private affairs. June 8.

Stewart, H. S. Ensign ; from the 23d April 1833, in succession to J. Thompson, retired. May 23.

Shairp, Geo. Ensign ; 2d May 1833, in succession to J. King, deceased. June 6.

Sherwill, M. E. Ensign ; 3d May 1833, in succession to H. E. Peach, deceased. June 6.

Savage, J. Surgeon ; from the 4th to the 51st N. I. May 27.

Seaton, F. Lieut. ; Interpreter and Quarter Master ; 66th N. I. leave from the 15th May to 5th October, in extension to remain at the Presidency, and to enable him to rejoin. May 28.

Smith, T. Asst. Surg. ; is appointed to the 8th Regt. of I. C. April 18.

Sepping, A. M. Lieut. ; removed from 3d Battalion to 4th Battalion Artillery. April 20.

Sharpe, G. H. Lieut. ; 24th N. I. leave from 14th April to 1st June. April 20.

Shubrick, T. Lieut. Col. ; (on Furlough) from the 7th to the 5th L. C. June 6.

Thomns, G. Lieut. ; of the 34th N. I. is permitted to proceed to Europe on Furlough, on Medical Certificate. June 13.

Tabbot, Lieut. ; 8th N. I. leave from 26th April to 25th June.

Williams, G. W. Lieut. ; 29th N. I. leave from 29th December 1832, to 10th April 1833. April 20.

Wimbolt, S. Assistant Surgeon ; to visit Simlah from 20th April, to 20th June.

Welkie, D. Lieut. ; leave from 15th March to 15th May. April 15.

Wollaston, C. Cornet ; leave from 1st May to 11th Nov. April 18.

Whitelock, G. T. Ensign ; to do duty with 72d N. I. till 15th Oct. next. April 18.

White, K. J. Lieut. ; removed from 3d to 4th Battalion Artillery.

Watson, A. Colonel ; from the 5th to 10th L. C. June 6.

Young, F. Lieut. Col. ; of the 35th N. I. to be Political Agent in the Dayrah Doon. June 6.

## SHIPPING ARRIVALS AND DEPARTURES.

## ARRIVALS.

- May 27 *Industry*, A. J. Coombes, from Isle of France 20th March, Madras 2d May, and Esakapelly 14th ditto.  
 „ *Anna*, J. Somerville, from Moulmen 7th May.  
 28 *Calcutta*, P. A. Boman, from Stockholm 29th December.  
 „ *Harrison*, Bernard, from Marseilles 23d December.  
 „ *Margaret*, W. Johns, from London 13th January.  
 „ *Welcome*, C. Castle, from Greenock 20th Dec.  
 31 *Caledonia*, A. Symers, from Penang 11th May.  
 June 2 *Falcon*, D. Ovanstone, from China 11th April and Singapore 11th May.  
 4 *Abgarria*, T. S. Rogers, from Bombay 8th, Cannanore 9th, Tellicherry 12th, and Masulipatam 28th May.  
 7 *Lady Munro*, J. Aiken, from Madras 18th, Ennore 24th, Masulipatam 28th, Coringa 30th May, and Vinsagapatam 3d June.  
 „ *Bombay*, J. Kai away, from London 17th Jan. and St. Helena 2d April.  
 9 *Hindoo*, J. Askew, from Liverpool 1st Feb.  
 11 *Kellie Castle*, R. Fattello, from Plymouth 19th February, and Madras 8th June.  
 12 *Pompee*, A. Malet, from Bordeaux 8th Jan. Pondicherry (no date,) and Madras 6th June.  
 17 *Magdeleine*, J. H. Plumridge, from Madras 10th May.  
 „ *Ruslin Castle*, Wm. Richards, from Sydney 17th March, Madras 24th May and Ennore 8th June.  
 „ *Warren Hastings*, Thos. Sandys, from London 17th January and Madras 14th June.

## DEPARTURES.

- May 29 *Derree Dowlat*, R. Smith, for Madras.  
 30 *Water Witch*, Henderson, for Singapore and China.  
 „ *Della Merchant*, W. Allen, for Hongkong.  
 31 *Phoenix*, A. Bane, for Moulmein and Rangoon.  
 June 2 *Hercules*, W. Vaughan, for London.  
 5 *Hoogly*, P. J. Reeves, for London.  
 8 *Samuel Brown*, G. W. Harding, for Liverpool.  
 11 *L'Ecluse*, Ballat, for Hongkong.  
 „ *Cashmere Merchant*, T. W. Fingate, for Yokohama.  
 „ *Burren Dowlat*, R. Smith, for Madras and Masulipatam.  
 „ *Young Rover*, G. Baker, for Moulmein.

## LIST OF PASSENGERS.

## ARRIVALS.

- Per Industry, from the Isle of France*—Mr. J. H. Eanglebugle.  
*From Madras*—Mr. S. Mindham.  
*Per Margaret*—Mr. J. R. Lee.  
*Per Harrison*—B. J. de St. Aguil; B. de Guza; A. da Maria.  
*Per Bark Caledonia, from Singapore, Malacca and Penang*.—Lieut. P. Bridgman, B. N. R. A.; C. Palmer, R. Pinder, and R. W. Chew, Esquires; Naymay, Bimbas Asador to the King of Ligor and fifteen followers; Revd. J. R. Abraham, Armenian Priest; and Gollastan Johannus, Armenian.  
*Per Falcon*—Mrs. Stocker; Capt. Garstin, Engineers; Mr. Jas. Ogilvie.  
*Per Abgarria*—Mr. T. Tapley, Country Service.  
*Per Lady Munro, from Madras*—Mrs. Aiken; Mrs. McLeiroth and Child; Lieut. McLe-  
 roth, 30th Regt. King's; Ensign Pope 17th Regt. M. N. I.  
*Per Bombay*—Ensign Hodgson, M. N. I.  
*Per Hindoo*.—Lieut. G. Newton, 13th King's Lt. I.  
*Per H. C. S. Kellie Castle, from London*—Mrs. S. Crichton; Mrs. Newton; Mrs. St. Terraneau; Miss B. Crichton; Major Crichton; Mr. C. Newton and Mr. J. Cornfoot, Assistant Surgeons; Mr. R. Hughes, Writer; Mr. Henry Terraneau, returning to India; Mr. A. Cunningham, Cadet; Ensigns Sinclair and Forbes, H. M. 13th Foot; Ensigns Bouchier and Bernard, 26th do.; Ensign Maule, 21st do.; Ensign O'Connell, 38th do.; and Ensign Graham, Charter Party Passenger.—*From Madras*.—James Scott, Esq. William Griffin, Esq. Surjeon Halpin, H. M. 16th Regt. and Mrs. Halpin and four Children.  
*Per Pompee, from Pondicherry*.—Mr. G. Hypolite and Son.  
*Per Roslyn Castle*.—Mrs. Richards; Miss Reed—Children, Misses E. Maidman—Maidman, and Master Maidman—Dr. Jacob, Bengal M. S.; Lieut. Kennedy, ditto Army.  
*Per C. Ship Warren Hastings*.—Mr. James Mabery, Writer. Lieut. Camden Gate, 16th Regt. B. N. I.; Mrs. Annesley and Son, and 80 Recruits.

## DEPARTURES.

- Per Water Witch, for China*.—Mr. Goddard.  
*Per ship Hoogly, for London*.—Lady Franks; Mrs. Hadow; Mrs. Beatson; Capt. Burnes; Capt. E. Morthead; Lieut. H. Broadfoot; Mr. Hadow.  
*Per Hercules, for London*.—Mr. Carlow.



## CIVIL APPOINTMENTS, &c.

[FROM THE 26TH JUNE TO 17TH JULY.]

### JUDICIAL AND REVENUE DEPARTMENT.

- Andrew, P. Mr. :** one of the Magistrate of Calcutta resumed the duties of his office on the 24th June. June 25.
- Brown, G. F. Mr. :** Magistrate and Collector of Jaunpore, leave for one month, on private affairs. July 6.
- Buddon, W. Mr. :** appointed on the 3d May last, to officiate as a Judge of the Courts of Sadar Dewanny and Nizamat Adawlut at the Presidency, took his seat in the Court on 14 June. July 6.
- Cathcart, R. Mr. :** received charge of the office of Civil and Session Judge of Meerut from Mr. G. H. Smith on the 12th June. June 25.
- Chalmers, A. Mr. :** M. D. Asst. Surg. of the Civil Station of Cawnpore, leave for two months, on private affairs. July 8.
- Dampier, J. Mr. :** a Principal Sadar Ameen at Curnuckpore, leave for twenty days, on private affairs. July 8.
- Ellicott, J. L. Mr. :** delivered over charge of the office of Magistrate of Dinagepore, to Mr. G. F. Shakespeare on the 18th June. June 25.
- Gough, C. Mr. :** resumed charge of the office of Magistrate and Collector of Tipperah, from Mr. C. T. Davidson on the 20th June. June 25.
- Golding, B. Mr. :** Magistrate and Collector of Tipperah. July 1.
- Houlton, G. F. Mr. :** assumed charge of the office of Magistrate of Behar on the 29th June. June 25.
- Hayes, J. J. Mr. :** appointed to officiate as Magistrate and Collector of Land Revenue and Customs at Chittagong during the employment of Mr. Mangles at the Presidency. July 1.
- James, H. F. Mr. :** Asst. to the Magistrate and Collector of Patna leave for four months, on Medical Certificate. June 19.
- Kemp, P. B. Mr. :** Asst. under the Commissioner of Revenue and Circuit of the 16th or Chittagong Division, joined his station on the 9th May. July 1.
- Lean, J. Mr. :** Asst. to the Magistrate and Collector, has been authorized to hold charge of the current duties of the office of Civil Judge of Mynpoore, during the absence of Mr. Morton. June 25.
- Leicester, Mr. :** Asst. under the Commissioner of Revenue and Circuit of the 14th or Almorah Division. July 1.
- Morland, E. H. Mr. :** Asst. to the Magistrate and Collector of Allahabad, leave for two months, in extension of the leave granted to him on the 19th April. June 19.
- Manton, W. Mr. :** Civil and Session Judge of Mynpoore, leave for one month, on medical certificate. June 25.
- Mannering, Mr. :** received charge of the office of Commissioner of the 10th or Sarun Division from Mr. W. Ewer, on the 15th June. June 25.
- Mangles, A. D. Mr. :** Magistrate and Collector of Land Revenue and Customs at Chittagong. July 1.
- McClintock, G. F. Mr. :** Asst. to the Magistrate and Collector of Chittagong, to the 21 January 1851, on medical certificate, in extension of the leave granted to him on the 3th November 1850. July 8.
- Neave, J. Mr. :** Civil and Session Judge of Allyghur, leave for one month, on medical certificate. June 25.
- Onslow, W. Mr. :** Head Assistant to the Magistrate and Collector of Behar. July 1.
- Playden, G. A. C. Mr. :** officiating joint Magistrate and Deputy Collector of Chittagong, joined his appointment on the 15th June. July 1.
- Reid, J. Mr. :** Assistant under the Commissioner of Revenue and Circuit of the 16th Chittagong Division, leave for one month, in extension of leave granted to him on the 12th April. June 19.
- Robinson, W. T. Mr. :** received charge of the office of Civil Judge of Burdwan, from Mr. A. C. Badwell on the 17th June. June 25.

Samuells, E. A. Mr. ; Assistant under the Commissioners of Revenue and Circuit of the 11th or Moorsheadabad Division. July 1.  
 Smith, C. Mr. ; a Judge of the Provincial Court of Appeal for the Division of Dacca, leave for three months, on medical certificate, from the 26th April last. July 6.  
 Scott, T. C. Mr. ; received charge of the office of Magistrate of Zillah Dacca, from Mr. T. Richardson, on the 28th June. July 8.  
 Turner, T. J. Mr. ; Magistrate and Collector of Seharunpore, leave from 22d February to 12th November on medical certificate. June 23.  
 Templer, J. W. Mr. ; Civil and Session judge of Patna, leave for one month, on medical certificate. June 23.  
 Taylor, P. G. E. Mr. ; Assistant under the commissioner of the 6th or Allahabad Division. July 8.  
 Taylor, W. T. Mr. ; Assistant placed under the Magistrate and Collector of Futtehpore. July 8.  
 Wheeler, J. Mr. ; Assistant under the commissioner of the 10th or Sarun Division joined the station on the 14th June. June 25.  
 Woodcock, T. P. Mr. ; joint Magistrate and Deputy Collector of the Northern Division of Bundelcund. July 1.  
 Williams, R. Mr. ; is appointed to officiate as Magistrate and Collector of Bakergunge, until further orders. July 1.

### POLITICAL DEPARTMENT.

Cobbe, Major ; Agent to the Governor General at Moorsheadabad, made over charge of the Agency to Mr. J. A. Fringle on the 8th July. July 4.  
 Commelin, J. A. Captain, of Engineers, placed under the orders of the Resident at Gwalior, to superintend the building of a grant which her Highness the Bae is desirous of constructing at Muttra. July 4.  
 Hooper, J. Mr. ; Asst. Surg., to be Surgeon to the Residency at Gwalior. June 21.  
 Wardlaw, Major ; Principal at Seaoonee has obtained leave of absence for six months from 15th October next, to visit the Presidency with the view of applying for permission to proceed to Europe on furlough. June 21.

### ECCLESIASTICAL DEPARTMENT.

Pratt, H. Rev. District Chaplain at Berhampore, is permitted to proceed to China for the benefit of his health, leave for six months. July 3.  
 Sturrock, W. Rev. ; is appointed District Chaplain at Cuttack. June 25.

### MILITARY APPOINTMENTS, &c.

[FROM THE 26TH JUNE TO 17TH JULY.]

Allan, J. Captain ; of the 7th I. C. permitted to proceed to Europe on furlough, on account of his private affairs. July 11.  
 Beatty, F. Lieut. ; European Regt. leave from 1st June to 1st July, in extension to remain at the Presidency, on medical certificate. June 12.  
 Benson, R. Capt. ; 11th N. I. to be Major, from 20th April 1833. June 23.  
 Birrell, J. R. Lieut. 11th N. I. to be Capt. of a Company, from the 20th April 1833. June 28.  
 Bell, B. Asst. Surg. ; M. D. vice J. Manly retired, from the 27th Dec. 1833. June 28.  
 Blyth, J. Sub-conductor ; to be Conductor from the 24th June 1833, vice J. Earles deceased. July 11.  
 Bolton, J. C. Sergeant Major ; of the European Regt., promoted to be Riding Master, vice Thomas Perriman, reduced to the ranks by the sentence of the court martial. July 11.  
 Beatty, T. Lieut. ; European Regt. to be Capt. of a Company, from the 2d July 1833. July 11.  
 Broadfoot, W. Ensign ; to be Lieut. from the 2d July 1832. July 11.

- Chapman, T. Asst. Surg. ; M. D. to do duty with his Majesty's 49th Regt. is confirmed. June 12.
- Charters, W. S. Surg. ; M. D. of the 26th N. I. directed to join and take medical charge of the detachment of the 5th Battalion of Artillery at Dum-Dum. June 17.
- Curtis, J. G. W. Lieut. ; of the 37th, permitted to continue doing duty with the 31st N. I. from the 25th Aug. June 18.
- Cortfield, J. Lieut. ; to be Capt. of Company from the 14th June 1833. June 28.
- Cobbe, T. A. Major ; to be Lieut. Col. from the 14th June 1833, vice W. H. Wood promoted. July 11.
- Dundas, T. G. Lieut. ; 72d N. I. leave from 15th June to 15th Oct. to proceed to the Presidency, and apply for furlough. June 12.
- Droving, D. Capt. ; to rank from 11th Nov. 1832. June 28.
- Dempster, T. E. Surg. ; M. D. to rank from 9th April 1832, vice J. Mauly retired. June 22.
- Diever, T. Surg. ; M. D. to rank from 14th June 1832, vice A. Dickson retired. June 28.
- Davidson, J. S. Ensign : of the 72d, permitted to continue doing duty with the 48th N. I. until the 15th July next. June 17.
- Duncan, A. C. Asst. Surg. ; M. D. of the 10th Regt. L. C. appointed to the medical charge of the 9th Regt. L. C. during Surgeon Macdonald's employment as acting Superintending Surgeon. June 18.
- Fitzgerald, G. T. C. 2d Lieut. ; Artillery, to be 1st Lieut., vice J. W. Scott pensioned. June 28.
- Fitzgerald, A. 1st Lieut. ; to rank from 2d Sept. 1832, vice B. Browne promoted. June 28.
- Grant, F. Capt. ; 39th N. I. to be Major, from the 1st Dec. 1832. June 28.
- Grime, W. Surg. ; M. D. to rank from 6th July 1832, vice A. Wardrop deceased. June 28.
- Gale, C. Lieut. ; 13th N. I. to be Capt. of Company, from the 14th June 1833. July 11.
- Gaulfield, P. Supernumerary Sub-conductor ; is brought on the effective strength of the Department. July 11.
- Hodgson, W. E. J. Lieut. ; 1st B. H. A., leave from 31st May to 31st Dec. to proceed to Mussoorie, on medical certificate. June 12.
- Howthorne, S. Major ; Infantry, to be Lieut. Col., from 9th Jan. 1833, vice J. Ward retired. June 28.
- Haslock, J. C. Ensign ; to be Lieut. from the 1st Dec. 1832. June 28.
- Hamfrays, A. 1st Lieut. ; Artillery, to rank from 28th May 1829, vice G. Maclean, retired. June 28.
- Hamilton, W. Surg. ; M. D. to rank from 23d April 1832, vice C. M. Macleod invalided. June 28.
- Hore, W. Ensign ; 18th N. I. to Lieut., from the 14th June 1833. July 11.
- Jones, J. W. Capt. ; 11th N. I. to be Major from the 9th Jan. 1833. June 29.
- Jeffreys, J. Asst. Surg. ; Invalid Establishment, leave from 15th June to 15th Oct. to visit the Presidency, on medical certificate. June 18.
- Jones, J. W. Major ; of the 17th N. I. permitted to proceed to Van Dieman's Land, on medical certificate. July 4.
- Lushington, M. Cornet ; of the 7th permitted to do duty with the 3d L. C. from 1st June to 1st Nov. June 28.
- Ludlow E. E. Lieut. ; 20th N. I. to be Capt. of a Company, from the 8th June 1833, vice H. James deceased. June 12.
- Leeson, J. Lieut. ; to be Capt. of a Company, from the 18th June 1833. July 4.
- Lithgow, T. Sub-conductor ; of the Ordnance Commissariat Department, permitted to proceed to Ennise on furlough, without pay, for two years, on account of his private affairs. July 11.
- McKean, R. Ensign ; to be Lieut., from the 9th Jan. 1833. June 22.
- Maclean, A. M. L. to be Capt. of a Company, from the 25th of February 1833. June 29.
- Mackenzie, F. G. 1st Lieut. ; to rank from 25th July 1832, vice E. R. Watts promoted. June 28.
- Mainwaring, P. Lieut. ; 33d N. I. to rank from the 9th Sept. 1831, vice C. C. Toulmin invalided. June 28.
- McCosh, J. Asst. Surg. ; 31th N. I. leave from 2d June to 2d August, to visit the Presidency, on medical certificate. June 18.



Macdonald, E. Surg. ; of the 9th L. C. will officiate as Superintending Surgeon of the Sirkind Division, during the absence on leave of Superintending Surgeon Swiney. June 19.

Moses, W. P. Ensign ; to be Lieut. from the 18th June 1833. July 4.

Oliver, T. Lieut. Col. : Infantry, to rank from 11th November 1832. June 28.

O'Beirne, T. O. Ensign ; 25th N. I. to be Lieut., from the 22d June 1833, vice J. A. Wood deceased. July 4.

Palmer, T. Major ; Infantry, to be Lieut. Col. from the 1st December 1832, vice J. C. B. Parke retired. June 22.

Pringle, A. Surg. ; M. D. rank from 3d July 1832, vice C. W. Welchman deceased. June 28.

Rowe, J. W. Capt. ; of the 31st N. I. has returned to his duty on this establishment. June 22.

Ross, W. H. Ensign ; 53d N. I. to be Lieut. vice R. Riddell resigned, from 4th Aug. 1832. June 2.

Roxburgh, J. Lieut. ; to be Capt. of a Company, from the 1st Dec. 1833. June 23.

Rainsford, F. Ensign ; to be Lieut. from the 25th Feb. 1833. June 24.

Railey S. D. Major, Infantry, to rank from 11th Nov. 1832. June 28.

Robertson, J. Lieut. Col. ; Infantry, to be Col. from the 14th June 1833, vice E. P. Wilson deceased. June 28.

Ross, R. Capt. ; 18th N. I. to be Major, from the 14th June 1833. July 11.

Sharpe, J. G. Lieut., of the 24th N. I. permitted to proceed to Europe on furlough, on medical certificate. June 22.

Scott, D. G. Major ; Infantry, to be Lieut. Col., vice G. Engleheart retired, 20th April 1833. June 28.

Sturrock, H. 1st Lieut. ; Artillery, to rank from 19th May 1832, vice G. Emly promoted. June 28.

Sanders, H. 1st Lieut. ; to rank from the 19th Aug. 1832, vice J. H. Jarvis deceased. June 28.

Sandeman, R. T. Lieut. ; 33d N. I. to rank from 8th April 1832, vice R. M. Campbell deceased. June 28.

Smith, G. Asst. Surg. ; 37th N. I. leave from 3d June to 3d Sept. to proceed to the Presidency, on medical certificate. June 28.

Storm, A. Asst. Surg. ; attached to the 16th Regt., directed to proceed to Neemuch, and to do duty with the 37th N. I. June 17.

Smith, J. Asst. Surg. ; Garrison Staff, leave from 4th June to 4th Sept. in extension, to remain at the Presidency on medical certificate. June 28.

Swiney, J. Superintending Surgeon ; M. D. leave from 18th June to 1st Oct. to visit Simlah, on private affairs. June 18.

Sissmore, B. Major ; to be Lieut. Col. from the 14th June 1833, vice J. Robertson promoted. June 28.

Steel, J. Asst. Surg. ; M. D. to officiate as Asst. Surgeon at the Civil Station of Gornuckpore, during the absence of Dr. Colvin, or until further orders. July 4.

Simpson, R. S. Ensign ; 27th N. I. to be Lieut. vice J. J. Kinlock resigned. July 11.

Tomkins, J. W. Ensign ; 1st N. I., leave from 16th June to 16th November in extension, to enable him to rejoin. June 12.

Thomson, R. M. M. Surg. ; to rank from 27th May 1832, vice J. M. Macra deceased. June 20.

Tenlon, P. Capt. ; 1st N. I. to be Major, from the 14th June, 1833. June 23.

Wood, D. P. Capt. ; to be Capt. of a company, from the 9th January 1833. June 28.

Wardlaw, Major ; leave for six months, from the 15th October next, to visit the Presidency with the view of applying for permission to proceed to Europe on Furlough. June 28.

Wood, W. H. Lieut. Col. ; vice J. M. Johnson deceased. July 11.

## SHIPPING ARRIVALS AND DEPARTURES.

### ARRIVALS.

- June 12 Pompee, (F) A. Mallet, from Bordeaux 5th Jan., Pondicherry (no date.) and Madras 6th June.
- 16 Ma. Creneau, J. H. Plumridge. (place and date not mentioned)
- „ Robin Castle, Wm. Richards, from Sydney 17th March, Madras 24th May, and Kanore 8th June.
- 17 Warren Hastings, Thos. Sandys, from London 27th Jan. and Madras 12th June.

- 18 Castle Point, C. H. Johnston, from London 28th Feb., Downs 4th March, and Madras 7th June.  
 21 Vansittart, Robert Scott, from London and Madras, (dates not mentioned.)  
 22 Eudora, Thos Mackie, from Leth 28th Dec., Mauritius 4th May, Madras (no date), and Ennore 15th June.  
 23 Leda, George Robb, from Cape of Good Hope, 23d April and Madras 18th June  
 24 Agnes, J. Thomas, from Port Jackson, Java and Singapore (no date) and Penang 5th June.  
 25 America, A. Eldridge, from Boston 27th March.  
 26 Buckinghamshire, Charles Shea, from London (no date.)  
 27 Allerton, R. Gill, from Liverpool 21st February.  
 28 William, Hamly, from Greenock 13th February.  
 29 Patriot King, J. Clarke, from Liverpool 17th March.  
 30 Renown, G. McLeod, from Greenock 10th February.  
 31 Gento, J. Black, from Greenock 24th Dec. and Bombay 7th June.  
 July 2 David Clark, B. Rayne, from Rangoon 8th June.  
 3 Exporter, R. Anvyle, from Mauritius 18th May, Covelong (no date) and Madras 26th June.  
 4 Indian Oak, E. Worthington, from Covelong 26th June.  
 5 Larkins, Wm. Campbell, from London 20th March and Madras 27th June.  
 6 Bahamian, J. Pearce, from Liverpool 23d Feb. and Mauritius 6th June.  
 7 Lu gen, J. Richardson, from Liverpool 12th March.  
 8 Onites, W. Currie, from London 7th Jan. and Ennore 27th June.  
 9 Arab, J. S. Sparkes, from London (no date) and Madras 25th June.  
 7 Pife-shire, C. Wilson, from Madras 1st July and Ennore 3d July.  
 9 Adelaide, A. Steel, from Moultien 24th June  
 10 Will Watch, Wm. Barrington, from Singapore 1st June, Malacca 3d ditto and Penang 16 ditto  
 11 Ripley, R. Lloyd, from Liverpool 22d Feb., Madras (no date) and Vizagapatam 6th July.  
 13 Research, A. Ogilvie, from London 23d Feb. and Madras 29th June.  
 14 Onyx, W. Chambers, from London 16th Feb., Cape of Good Hope 12th May, and Fort Louis 14th June  
 15 Yare, H. H. Fawcett, from London 3th Dec., Cape and Isle of France (no dates), and Madras 7th July.  
 16 G. Bell, from China and Singapore (dates not mentioned.)

#### DEPARTURES.

- June 22 Janet, A. Rodger, for London.  
 23 Lord Amherst, Thomas Rees, for Singapore and China.  
 24 Juliana, C. B. Tarbutt, for London  
 25 Donna Carmelita, C. Gray, for Mauritius.  
 26 Brugham, J. B. Viles, for ditto.  
 27 Swallow, W. Adam, for Rangoon.  
 28 Caledonia, A. Symers, for Penang and Singapore.  
 29 Morgiana, G. Pethers, for Liverpool.  
 July 8 Alexander, G. Jones, for Mauritius.  
 9 Horstion, F. Bernard, for Marseille.  
 10 Lady Hayes, Thomas Hector, for China.  
 11 Gaillardon, W. Allen, for Mauritius.  
 12 Elizabeth, W. Hill, for Liverpool.

### LIST OF PASSENGERS.

#### ARRIVALS.

- Per Leda.*—Mrs Robb.  
*Per Gento, from Rombay.*—Lieutenant R. Lowe.  
*Per Buckinghamshire, from London.*—Mrs G. Fullerton; Mrs. Learmonth; Mrs. McKillop, and Mrs. G. Gibbons; Misses A. C. Fullerton, Miss Learmonth, A. F. Woodlet, Miss Gibbons, J. Dawson and Eleanor McKillop; John Fullerton, Esq.; Geo. McKillop, Esq.; Capt. Gibbons, H. M. 49th Regiment; Messrs Thomas Learmonth, G. Gibbons, Thomas Vokes, Edward Vokes, and C. J. Rich, Free Merchants, and J. McKillop.  
*Per William, from Greenock.*—Miss Eskine and child; Messrs William McNaught and Robert Eskine.  
*Per Exporter from Mauritius.*—Dr. McCornish, M. D.; Dr. Nash, Assistant Surgeon, Mr. Parker, B. I., and Mr. M. Clement.  
*Per David Clarke, from Singapore.*—Mrs. Pittar and P. Pittar, Esq. Merchant.—*From Rangoon.*—Captain Tokur and Nine Lascars.  
*Per Larkins, from London.*—Miss Mary Burns; Mrs. Julia Edwards; Mrs. Mary Hartshaw; Mrs. E. Atchinson and Mrs. O. Cox; Misses E. G. Carr, L. M. Denny, M. Hannah, E. Sweet and L. Edwards; Richard Cox and Child; W. W. Ford, Esq. and J. G. Burns, Capt. J. H. Johnstone; Lieut. H. N. Vign, H. M. 13th Regiment; Mr. Richard Edwards, Master Mon.; Messrs R. Jobson, Mark Jones, William Tytler, and Thomas Hartshaw, Superintendent Surgeon; Messrs. James Mathew, H. Perks, T. Briant, G. Lepper, W. Sprago, Richard Hampe and John Cox, Engineer Driver  
*Per Onites, from London.*—Capt. W. Canny, and Mr. F. S. Mathew, Surgeon R. O.  
*Per Onyx, from Liverpool.*—Gillet and child  
*Per Bahamin, from Mauritius.*—G. C. Beringuigan, Esq.

*Per Arab. from London, Portsmouth and Madras.*—Mrs. Hodges and an infant; Mrs. A. Campbell; Misses W. Hodges and E. Walker; Capt. C. W. Hodges, Bengal Cavalry; Surgeon Roe, H. M. 38th Regt.; Rev. J. Campbell, Missionary; Mr. A. Reid, Sub-Conductor, Messrs Rugger and Phozewski.

*Adelaide from Houlmein.*—Mrs. Burnes, Capt. Burnes, H. M. 41st Regt. and Mr. Smith, painter.

*Per Will Watch, from Singapore.*—Mrs. Phillip, A. Reid, Esq., Bengal Civil Service; R. Chambers, Esq., R. R. Milling, Esq.

*Per Research from London, Isle of Wight, and Madras.*—Mrs. Donnethorne and 2 Children; Cap. Roe and 2 Children; Lieut. Donnethorne, H. M. 41th Regt. Mr. John Warkie, Surgeon; Mr. W. D. Menier, Free Trader; Mr. John Mackintosh, Free Merchant, and Mr. W. G. Chieve.

*Per Yare, from London.*—Mrs. Fawcett, from Isle of France.—Mr. J. R. Cox.

*Per Velocifero, from Mauritius.*—Mr. J. R. Cox.

#### DEPARTURE.

*Per Lady Hayra, for China.*—Messrs. Middleton, and Edge and Senr. Diego.

### DOMESTIC OCCURRENCES.

#### BIRTHS.

- June 3 Beano, the lady of major H. Hall, of a daughter.  
 7 Kyauk Phyo, the lady of Lieut. Richards, of a son.  
 12 Allahabad, Mrs. L. L. Grant, of a son.  
 12 Dinapore, the wife of Mr. David Johnston, of a son.  
 15 Mirzapore, the lady of Lieut. Colonel W. W. Davis, of the 3d regt. nat. inf. of a son.  
 16 Calcutta, Mrs. E. Stewart, of a son.  
 18 Calcutta, the lady of Lawrence D'Souza, Esq. of a son.  
 18 Chowringhee, the lady of John Lowe, Esq. of a daughter.  
 18 Benares, the lady of Alexander Gamming, Esq. of a daughter.  
 19 Calcutta, the lady of W. Priusep, Esq. of a daughter.  
 21 Mission Row, Mrs. Thomas Payne, of a daughter.  
 21 Barrackpore, the lady of Lieut. J. H. Hampton, 50 regt. nat. inf. of a daughter.  
 24 Dacca, Mrs. S. Olenry, of a son.  
 24 Serampore, the lady of Mr. P. Sequira, of a daughter.  
 24 Calcutta, the lady of J. S. Judge, Esq. of a son.  
 25 Calcutta, Mrs. J. Galloway, of a son.  
 26 Dinapore, the lady of Major P. Brewer, of the 64th regt. nat. inf. of a son.  
 30 All pore, the lady of Robert Barlow, Esq. of a son.  
 July 1 Calcutta, the lady of Leonard Morse Cooper, Esq. of a daughter.  
 13 Calcutta, the lady of William Thompson, Esq. of a son.  
 16 Soonrah, the wife of James Black, of a daughter.

#### MARRIAGES.

- June 6 Madras Mr. C. Smith, to Eliza Hope.  
 18 Dinapore, Captain A. B. Clapperton, to Miss Margaret Ann Barlow.  
 24 Port William, A. M. H. Michel magazine sergeant, to Miss Charlotte Jefferies.  
 July 1 Calcutta, Mr. James Howatson, to Miss Elizabeth Stark.  
 3 Kishnagur, Mr. Theophilus Lloyd, Esq. to Miss Catherine Anne.  
 5 Calcutta, Lieut. Francis Seaton, to Miss Eliza Ross.

#### DEATHS.

- June 4 Meerut, Frederick James, aged 1 year, 6 months and 9 days.  
 6 Lucknow, George Palmer, Esq.  
 7 Chinurah, Mrs. A. D. Cooper, aged 76 years.  
 11 Calcutta, Mrs. L. Gregory, aged 28 years and 7 months.  
 15 Benares, Rev. James Robertson, aged about 33 years.  
 16 Cuttack, Henry, the son of C. B. Francis, Esq. aged 2 years, 0 months and 15 days.  
 16 Calcutta, Master P. W. Scott, aged 4 years, 11 months 20 days.  
 18 Calcutta, Mrs. Madalina Bean, aged 28 years.  
 19 Calcutta, the infant son of T. Barwell, Esq.  
 19 Howrah, Mr. Frederick Ellbar, aged 28 years.  
 19 Calcutta, Jas. M. Henry, aged 30 years, 6 months and 21 days.  
 19 Chowringhee, the infant daughter of John Lowe, Esq.  
 21 Calcutta, Catherine Jane, the infant daughter of Mr. H. Smith, 6 months and 8 days.  
 21 Calcutta, Mr. Thomas Gibson, aged 36 years.  
 22 Calcutta, Mr. Monteath, aged 45 years.  
 24 Calcutta, Caroline Cecelia, the infant daughter of James Paschall, aged 1 year, 10 months and 14 days.  
 26 Calcutta, Captain Hugh MacLachlan of H. M. 26th regt.  
 28 Calcutta, Mrs. Margaret Sophia Reid, aged 59 years.  
 28 Delhi, Charles Housden conductor of ordnance.  
 July 2 Mirzapore, the infant daughter of Lieut. Col. W. W. Davis, aged 17 days.  
 3 Churraoonjee, Capt. J. S. Pitts, Bengal European regt., aged 35 years.  
 4 Benares, Lieut. Edmund Stuart, of H. M. 41th regt.  
 7 Ghazepore, Lieut. Col. Henry Hawtry of the 3d regiment light cavalry.  
 9 Ghazepore, the wife of Lieut. Master, aged 24 years.  
 10 Benares, Williams Augustus Brooks, Esq. senior member of the Bengal Civil Service.  
 10 Bowbongla, G. C. Adelaide, the infant daughter of Mrs. C. Rose, aged 14 months.  
 14 Calcutta, Miss Mary MacArthur, aged 22 years.

## CIVIL APPOINTMENTS, &c.

[FROM THE 17TH JULY TO 17TH AUGUST.]

### JUDICIAL AND REVENUE DEPARTMENT.

- Alexander, W. S. Mr.; Joint Magistrate and Deputy Collector of Midnapore, has obtained leave for one month, on medical certificate, in extension of the leave granted to him on the 12th April last. July 22.
- Adams, G. Mr.; Assistant to the Magistrate and Collector of Mymensing, leave for six months, on private affairs. July 19.
- Alexander, W. S. Mr.; resumed charge of the office of Joint Magistrate and Deputy Collector of Midnapore from Mr. D. Monty, on the 1st Aug. Aug. 5.
- Blant, G. Mr.; Head Assistant to the Magistrate and Collector of Boodlandshukur, leave for one month, on medical certificate. July 11.
- Caldecott, C. M. Mr.; received charge of the office of Magistrate of Cawnpore from Mr. T. Taylor, on the 1st July. July 22.
- Campier, J. Mr.; a Principal Sadai Ameen in Goruckpore, resumed the duties of his office, on the 15th July. July 22.
- Connolly, W. J. Mr.; Magistrate and Collector of Bareilly, leave for two months on private affairs. July 29.
- Clarke, A. M. Mr.; Assistant Surgeon of Moradabad, leave for two months, on medical certificate. July 29.
- Cunliffe, R. E. Mr.; assumed the charge of his duties as an Officiating Joint Magistrate and Deputy Collector in Chittagong, on the 15th July. July 29.
- Carruthers, M. W. Mr.; Assistant under the Commissioner of Revenue and Circuit of the 15th or Dacca Division. Aug. 5.
- Davidson, C. D. Mr.; received charge of the current duties of the office of Civil Judge of Tipperah from Mr. M. W. Carruthers, on the 5th July. July 13.
- Dick, J. C. Mr.; received charge of the current duties of the office of Civil Judge of Patna from Mr. J. W. Templer, on the 16th July. July 22.
- Dobbs, A. Mr.; resumed charge of his duties as a Commissioner of the Court of Requests, on the 1st Aug. Aug. 5.
- Ewer, W. Mr.; appointed to the 12th April last, to officiate as a Judge of the Court of Sadai Dewanny and Nizamut Adawlut, at Allahabad, took his seat in the Court, on the 27th June. July 13.
- Golding, B. Mr.; received charge of the office of Magistrate and Collector of Tipperah from Mr. G. Gough, on the 12th July. July 22.
- Hathorn, H. V. Mr.; received charge of the office of Magistrate of Behar from Mr. G. F. Hulton on the 15th July. July 13.
- Halleday, F. J. Mr.; received charge of the office of Joint Magistrate and Deputy Collector of Bulloah from Mr. R. E. Cunliffe, on the 13th July. July 22.
- Hampton, R. Mr.; Assistant under the Commissioner of Revenue and Circuit of the 13th or Bankeah Division. Aug. 5.
- Moneton, W. Mr.; resumed charge of the office of Civil and Session Judge of Mynpoore, on the 15th July. July 29.
- Neave, J. Mr.; resumed charge of the office of Civil and Session Judge of Alleyghur on the 15th July. Aug. 5.
- Quintin, C. B. Mr.; Assistant under the Commissioner of Revenue and Circuit of the 11th or Patna Division. August 5.
- Reid, J. Mr.; Assistant under the Commissioner of the 16th or Chittagong Division, rejoined his station, on the 8th July. July 29.
- Road, F. E. Mr.; Head Assistant to the Magistrate and Collector of Bhaugulpore: July 29.

- Skinner, R. M. Mr. ; to officiate as a Joint Magistrate and Deputy Collector in Chittagong. July 13.  
 Steel, C. Mr. ; Assistant to the Magistrate and Collector of Moorshedabad, has obtained leave for two months on private affairs. July 19.  
 Shakespeare, H. Mr. ; a Judge of the Court of Sudder Dewanny and Nizamut Adawlat at the Presidency, leave for ten days on private affairs. July 27.  
 Steer, C. W. Mr. ; took his seat as an officiating Judge of the Provincial Court of Appeal for the Division of Calcutta, on the 29th July. August 5.  
 Tulloh, C. R. Mr. ; received charge of the office of Magistrate and Collector of Juaone from Mr. G. F. Brown, on the 15th July. July 22.

## GENERAL DEPARTMENT.

- Alexander, G. Mr. ; Deputy Secretary to Government in the General Department, is permitted to be absent from his appointment for one month, commencing from the 12th Aug. Aug. 5.  
 Dalrymple, F. A. Mr. ; Writer, is permitted to proceed to the Sand Heads for the recovery of his health, and to be absent for one month. July 11.  
 D'Oyley, Chas. Sir. ; Baronet, reported his return to the Presidency from the Cape of Good Hope, on the 18th July. July 22.  
 Davidson, C. T. Mr. ; is appointed Assistant to the Salt Agent and Superintendent of Salt Chokies at Bullooh and Chittagong. Aug. 5.  
 Hyde, C. C. Mr. ; Commercial Resident at Baulkiah, is permitted under medical certificate, to remain at the Presidency, and to be absent from this station for one month, from the 24th Aug. Aug. 5.  
 Nepean, F. Mr. ; leave for one month from the 22d July last, on medical certificate. Aug. 12.  
 Reid, Alex. Mr. ; reported his return to the Presidency from New South Wales, on the 15th July. July 22.  
 Tucker, H. St. G. Mr. ; Writer, has been reported qualified in two of the Native Languages for the Public Service. Aug. 2.  
 Whitmore, C. Mr. ; reported his return to the Presidency, from New South Wales, on the 3d Aug. Aug. 5.

## POLITICAL DEPARTMENT.

- Blois, Lieut. ; 11th N. I. Junior Assistant to the Agent of the Governor General, North East Frontier. July 18.  
 Cobbe, T. A. Lieut. Cole. ; Agent to the Governor General at Moorshedabad, has obtained leave for five months, to proceed to the Isle of France for the recovery of his health, to commence from the departure of the Ship *Indian Oak*. July 31.  
 Edgworth, M. P. Mr. ; to be Assistant to the Political Agent at Unballah, on a salary of 500 Rs. per mensem. July 11.  
 Gorton, W. Mr. ; to be Agent to the Governor General at Benares. Aug. 2.  
 Lushington, G. T. Mr. ; Political Agent at Bhurtpoor, leave from the 25th Aug. to the 25th Oct. to visit the hills, for the recovery of his health. Aug. 8.  
 Roxburgh, Captain ; 39th N. I. Junior Assistant to the Governor General North East Frontier. July 18.

## FINANCIAL DEPARTMENT.

- Young, Wm. Mr. ; appointed to officiate as Sub-Accountant and Accountant to the Revenue and Judicial Departments, until further orders. July 15.

## MILITARY APPOINTMENTS, &amp;c.

[FROM THE 17TH JULY TO 17TH AUGUST.]

Aplin, C. D. Captain ; 23d N. I. to be Major, from the 14th June 1833, in succession to H. Hall promoted. August 8.

Boulton, C. Lieut. ; of the 47th N. I. permitted to proceed to Europe on furlough, on medical certificate. July 18.

Becher, H. M. Ensign ; of the 50th N. I. permitted to proceed to Europe on furlough, on medical certificate. July 18.

Barton, E. Lieut. Col. ; from the 17th to the 73d N. I. July 9.

Bosanquet, F. B. Cadet ; Infantry, 21st June 1833, in succession to Ensign C. Thorold resigned. July 25.

Budd, H. P. Cadet ; Infantry, 21st June 1833, in succession to Lieut. Col. J. C. Parke retired. July 25.

Bell, B. Surgeon ; new promotion, from the 31st to the 19th N. I. July 11.

Bruce, H. A. Assistant Surgeon ; M. D. from the 24th N. I. to the European Regiment. July 11.

Baddeley, W. C. Lieut. Col. ; C. B. Infantry, to be Col. ; from the 14th June 1833, vice T. Shuldham, deceased. Aug. 8.

Bracey, R. J. Assistant Surgeon ; to proceed and do duty under the Superintending Surgeon at Allahabad. July 11.

Crommelin, A. J. Captain ; of the Corps of Engineers, was placed in the Political Department, on the 4th July, under the orders of the Resident at Gwalior, to Superintend the building of a Gaaut, which Her Highness the Buee, is desirous of constructing at Muttra. July 18.

Chalmers, A. Assistant Surgeon ; M. D. attached to the Civil Station of Cawnpore, has obtained leave in the Judicial and Revenue Department, on the 17th July, to be absent from his Station for two months, on private affairs. July 18.

Cunningham Alex. Mr. Cadet ; of the Corps of Engineers, to be an assistant, Colonel McLeod, Superintendent of Nizamut Buildings, Moorshedabad. July 8.

Cobbe, C. H. Lieut. ; 60th N. I. to be Captain of a Company, from the 12th July 1833, in succession to C. B. McKenty deceased. July 25.

Crossley, F. Captain ; of the 62d N. I. attached to the Nizam's Service, is permitted to proceed to China, for two years, and eventually to Europe, on furlough, on medical certificates, embarking for such purpose at Bombay. July 25.

Corfield, J. Captain ; Infantry, to rank from 14th March 1833, vice Colonel T. Shuldham, deceased. Aug. 8.

Cobbe, T. A. Lieut. Col. ; Infantry, to rank from 20th April, 1833, vice Lieut. Col. R. T. Seyer, deceased. Aug. 8.

Clarke, A. M. Assistant Surgeon ; attached to the Civil Station of Mooradabad, has obtained leave of absence for two months on medical certificate. Aug. 8.

Dundas, T. G. Lieut. ; of the 79d N. I. permitted to proceed to Europe on furlough, for one year, without pay, on urgent private affairs. July 22.

Duncan, A. B. Assistant Surgeon ; M. D. to be Medical Storekeeper at Neemuch, vice Babington proceeded on furlough. July 25.

Davis, A. T. Captain ; 37th N. I. leave from 1st Oct. to 1st Feb. 1834, to visit the Presidency and apply for furlough. July 10.

Dicken, W. S. Assistant Surgeon ; on furlough, from the 54th to 35th N. I. July 11.

Dun, J. Lieut. Col. ; on furlough, from the 37th to the 25th N. I. July 29.

Elliot, E. K. Ens. Int. and Qrt. Master ; 43d N. I. leave from 15th July to 1st Sept. in extension to visit the Sand Heads, on medical certificate. July 1.

Edwards, T. 2d Lieut. ; 3d B. A. leave from 13th July to 13th Dec. to visit the Presidency, on medical certificate. July 22.

Fergusson, J. D. Cadet ; Infantry, 21st June 1833, in succession to Lieut. H. Wilkinson struck off. July 25.

Fagan, C. S. Colonel ; C. B. from the 61st to the 37th N. I. July 29.

- Gordon, A. Presidency Surgeon; appointed to officiate as Surgeon of the General Hospital, from the 15th July, and during the absence, on duty, of Surgeon Turner, or until further orders. July 18.
- Graham, J. Supernumerary Lieut.; is brought on the effective strength of the Regt. vice P. J. Fleming deceased, 22d July 1833. July 25.
- Goodyear, W. D. Cadet; Infantry, 21st June 1833, in succession to Lieut. Col. J. Ward retired. July 25.
- Green, H. M. Assistant Surgeon; to do duty with H. M.'s 16th Regiment. July 11.
- Gale, C. Captain; 18th N. I. to rank from 20th April, 1833, Lieut. Col. R. T. Seyer, deceased. Aug. 8.
- Haywood, W. Sub-Conductor; to be Conductor, from the 27th June 1833, vice C. Housden deceased. July 10.
- Hawthorne, S. Lieut. Col.; new promotion to the 17th N. I. July 9.
- Holt, W. Cadet; Infantry, 24th June 1833, in succession to Captain J. Frederick, deceased. July 25.
- Hamilton, J. Conductor, of the Ordnance Commissariat Department, is permitted to proceed to Europe on furlough, on medical certificate. July 25.
- Hall, J. Surgeon, on furlough, from the 10th to the 16th N. I. July 16.
- Henderson, F. C. Assistant Surgeon; M. D. is appointed to do duty with the 10th L. C. and directed to join without delay. July 11.
- Hall, H. Major; Artillery, to be Lieut. Col.; from the 14th June, 1833, vice W. C. Baddeley, C. B. promoted. Aug. 8.
- Hore, W. Lieut.; 18th N. I. to rank from 20th April, 1833, vice Lieut. Col. R. T. Seyer, deceased. Aug. 8.
- Homrigh, H. D. V. Ensign; Infantry, to be Ensign, from the 2d July, 1833, in succession to J. S. Pitts deceased. Aug. 8.
- Horne, F. K. Ensign; of the Infantry, is permitted, at his own request, to resign the Service of the Housle Company. Aug. 8.
- Hone, L. Lieut.; 57th N. I. to be Adjutant, vice Smith who has been permitted to resign the appointment. July 30.
- Innes, J. C. Ensign; to be Interpreter and Quarter Master, vice Turner appointed Adjutant. July 16.
- Irvine, G. Lieut.; 33d N. I. to be Capt. of a Company, from the 14th June, 1833, in succession to H. Hall promoted. Aug. 8.
- Jenkins, R. D. Lieut. Col.; on furlough, from the 39th to the 58th N. I. July 9.
- King, C. P. Major; to be Lieut. Col. from the 7th July 1833, vice Hawtrey deceased. July 18.
- Kennedy, W. Lieut. Col.; from the 41st to the 46th N. I. July 22.
- Living, H. Ensign; 13th June, 1833, in succession to Captain W. Glasgow invalided. July 18.
- LeFevre, P. Lieut. Col.; on furlough, from the 3d to the 2d N. I. July 9.
- Ludlow, S. Surgeon; on furlough, to the 52d N. I. July 11.
- Larkins, G. 2d-Lieut.; Regt. of Art. to be 1st-Lieut. from the 25th July, 1833, vice W. T. Garrett deceased. Aug. 8.
- Master, G. W. Supernumerary Lieut.; is brought on the effective strength of the Regiment. July 18.
- Matthews, F. S. Surgeon; of the medical Department, has returned to his duty on this establishment without prejudice to his rank, on the 15th July 1833. July 18.
- Milne, W. P. Lieut.; to be Interpreter and Quarter Master vice Newbolt appointed to the Commissariat Department. July 8.
- Mackean, A. Assistant Surgeon; attached to H. M.'s 16th Regt. to proceed and do duty under the Superintending Surgeon at Cawnpore. July 11.
- Mitchelson, W. Assistant Surgeon; to be Surgeon, from the 23d July 1833, vice J. Browne deceased. Aug. 2.
- Macadam, J. Ensign; 33d N. I. to be Lieut. from the 14th June, 1833, in succession to H. Hall promoted.
- Macgregor, J. A. P. Colonel, from the 37th to the 61st N. I. July 29.

Nash, S. Lieut. : to be Captain of a Troop from the 7th July 1833, in succession to C. P. King promoted. July 18.  
Nott, W. Lieut. Colonel ; from the 16th to the 30th N. I. July 9.

Oliver, T. Lieut. Col. : new promotion, to the 3d N. I. July 9.  
O'Halloran, J. Brigadier General C. B. ; from the 25th to the 30th N. I. July 21.  
Palmer, T. Lieut. Col. ; new promotion, to the 39th N. I. July 9.  
Prole, G. Lieut. Genl. ; on furlough, from the 46th to the 13th N. I. July 22.  
Phillips, J. C. Ensign ; Infantry, to be Ensign, from 4th July, 1833, in succession to Lieut. J. J. Kinloch resigned. August 8.

Roberdeau, J. W. Captain : to be Major of a Troop from the 7th July 1833, in succession to C. P. King promoted. July 18.  
Ramsay, G. Cadet ; Infantry, 18th June, 1833, in succession to Captain H. Dwyer, deceased. July 25.  
Roberts, W. M. Cadet ; Infantry, 21st June 1833, in succession to Lieut. R. Ridillo resigned. July 25.  
Robertson, J. Colonel : new promotion, to the 46th N. I. July 22.  
Rosa, R. Major : 18th N. I. to rank from 2nd April, 1833, vice Lieut. Col. R. T. Seyer, deceased. August 8.  
Revell, J. L. Lieut. ; 7th N. I. to be Captain by Brevet, from the 6th August, 1833. August 8.

Scott, D. G. Lieut. Col. ; new promotion to the 11th N. I. July 9.  
Sill, H. Assistant Surgeon ; from the 35th to the 52d N. I. July 11.  
Spurgeon, A. C. Assistant Surgeon ; on furlough, from the 42d to the 1st N. I. July 11.  
Sismore, B. Lieut. Col. ; Infantry, to rank from the 14th March, 1833, vice Colonel T. Shuldham deceased. August 8.

Turner, P. P. Lieut. ; of the 61st N. I. to be Adjutant, vice Camine promoted. July 16.  
Toulon, P. Major ; 1st N. I. to rank from 14th March, 1833, vice Colonel T. Shuldham deceased. August 8.  
Tombs, J. Colonel ; of the Command of the Rajpootanah Field Force, to be Brigadier, vice Brigadier Wilson deceased. August 8.

Urquhart, G. Lieut. ; of the 65th N. I. is permitted to proceed to Europe on furlough, on account of his private affairs. August 2.

Verner, G. Cadet ; Infantry, 25th June, 1833, in succession to Lieut. J. A. Wood deceased. July 25.

Wilkie, J. M. D. ; admitted to the service in conformity with his appointment as an Assistant Surgeon on this establishment, on the 16th July, 1833. July 18.  
Williamson, G. Lieut. Col. ; 57th N. I. leave from 1st October to 1st April, 1834, to visit the Presidency and apply for furlough. July 10.  
Warlow, W. Assistant Surgeon on furlough, from the 31st to 19th N. I. July 11.  
Wagh, J. H. W. Assistant Surgeon ; to proceed and do duty under the Superintending Surgeon at Agra. July 11.  
Wyatt, E. Lieut. Col. ; 72d N. I. leave from 22d July to 1st September, to remain at the Presidency on private affairs. July 22.  
Wood, W. H. Colonel ; Infantry, to rank from 14th March, 1833, vice Colonel T. Shuldham, deceased. August 8.  
Woodburn, D. Surgeon ; to be Garrison Surgeon and Medical Storekeeper at Agra, vice Surgeon Gordon, appointed a Presidency Surgeon. August 8.  
Welland, W. P. Captain ; of the 55th N. I. is permitted to proceed to Singapore and eventually to Van Diemen's Land for 18 months, on medical certificate. August 8.

Younghusband, A. G. F. J. Lieut. ; 35th N. I. leave from 18th June to 18th November, to proceed to the Presidency on medical certificate. July 10.



## SHIPPING ARRIVALS AND DEPARTURES.

## ARRIVALS.

- July 17 Mavis, W. Sperner, from Akyab 6th July.  
 Tapley, — Tapley, from Liverpool 9th March.
- 18 Cervantes, H. Hughes, from Cape of Good Hope 28th May.
- 19 Judith, William Azeur, from Mauritius 1st June, Madras (no date) and  
 Ennore 12th July.  
 Sylph, R. Wallace, from China 28th May and Singapore 29th June.
- 20 Galatea, W. Tayle, from Bristol 15th January, Cape of Good Hope 18th  
 May, Isle of France 10th June and Covelong 12th July.
- „ Virginia, J. Hullock, from Bombay 4th July.
- 27 Thalía, W. H. Biden, from Port Louis 6th June, Madras 10th July and  
 Ennore (no date)  
 Sabrow, from Madras 9th July.
- 28 Allison, E. Smith, from Port Louis 3d June and Ceylon 13th July.
- 29 Magee, J. H. Plumridge, from Madras 24th July.  
 Nelson Wood, S. Ball, from Liverpool 21st February and Mauritius 24th  
 June and Coringa (no date.)  
 Edward Barnett, John Budwell, from Amherst Town 29th June.
- 30 Emma, S. D. Hudson, from London 29th March and Madeira 15th April.
- 31 Panny, Henry Sherwood, from London (no date) Sydney 24th March and  
 Singapore 2d July.
- Aug. 1 L'Seina, Le Marie, from Havre de Grace, 6th March and Pondicherry  
 24th July.  
 Victoire and Lise, — Cartier, from Bourbon 11th June and Pondicherry 24th  
 July.  
 Thetis, W. Boothby, from Mauritius 17th June and Madras 26th July.  
 Elizabeth, J. Norris, from Moulmein, 15th July.  
 Penelope, P. Hutchinson, from Mauritius 13th June.  
 Merope, A. Pollock from Madras 26th July and Ennore (no date.)  
 Mount Vernon, W. Whitney, from Boston 18th April.  
 Prince George, W. McCrea, from London 20th February.  
 Jean Graham, J. Deniscombe, from London 22d March.  
 Thomas Dougall, R. Brown, from Mauritius 7th July.  
 Skimmer, J. R. Gillon, from Akyab 4th June and Basin 18th July.  
 Deidericka, from Batavia (date not mentioned.)
- 7 Clorinda, J. Antram from London 2d March and Mauritius 11th July.
- 9 Meinnon, R. H. Ekin, from Liverpool 10th March.
- 12 Princess Victoria, John Hart, from Liverpool the 23d March.
- 13 Hall, J. Hughes, from Liverpool 23d February and Bombay 22d July.  
 Elizabeth, R. W. Blenkinsop, from Bombay 21st June.  
 Cinq Freres, Yficr, from Marseilles 24th January and Bourbon 4th May.  
 Margaret, W. Johns, returned from sea leaky.
- 16 Lady Kennaway, L. W. Moucrief, from London 22d April and Madras  
 8th August.

## DEPARTURES.

- July 17 Pompee, A. Mallet, for Bordeaux.
- 23 Tyrer, L. Ellis, for Liverpool.  
 Allerton, E. Gill, for Liverpool.  
 Patriot King, J. Clarke, for Liverpool.  
 Margaret, W. Johns, for London.  
 Calcutta, P. A. Boman, for Stockholm.
- 25 Exporter, R. Anwyl, for Mauritius.
- Aug. 4 Bahamian, J. Pearce, for Mauritius and Liverpool.  
 Ripley, R. Lloyd, for Liverpool.  
 Renown, G. McLeod, for Mauritius.  
 Cavendish Bentinck, R. A. J. Roe, for Bombay.  
 Indian Oak, E. Worthington, for Mauritius.  
 Onyx, W. Chamber, for Mauritius.  
 Corvo, S. Towns, for Boston.

- Aug. 5 Cervantes, H. Hughes, for Mauritius.  
 7 Fifeshire, R. Allport, for China.  
 " Robert, H. Blyth, for Liverpool.  
 8 Industry, A. Combes, for Mauritius.  
 " Judith, W. Ager, for Mauritius.  
 9 Galatea, W. Tayte, for Mauritius.  
 " Hydroos, Trezevant, for Bombay.  
 " General Gascoyne, J. Fisher, for Madras.  
 11 Will Watch, W. Barrington, for Penang and Singapore.  
 14 William Wilson, J. H. Miller, for Port Louis and Mauritius.  
 " Falcon, D. Ovenstone, for China.  
 " Research, A. Ogilvie, for Madras

## LIST OF PASSENGERS.

### ARRIVALS.

*Per Cervantes, from Cape of Good Hope.*—Lady D'Oyly, Miss McLeod and Sir Charles D'Oyly.

*Per Sylph.*—A. Robertson, Esq. and J. S. Clarke, Esq.

*Per Virginia, from Bombay.*—Capt. Whatly and Mr. E. Donnell.

*Per Thalia, from Mauritius.*—Mrs. Willis, Lieut. Willis, Engineer; Master J. Hampton; Capt. Ingram, of the *Ganges*. *From Madras.*—Miss Holst; Lieut. Collins, H. M. 44th Regt., Lieut. Vallancey, H. C. 86th Regt. *From Coringa.*—Mrs. Luxmore, Capt. Luxmore, H. M. 16th Foot, Miss Luxmore, Masters Luxmore; J. A. C. Willis; Mrs. Douthwaite and Capt. Douthwaite, of the *Circassian*.

*Per Subraw, from Alleppey.*—J. Caldecott, Esq. commercial agent of Travancore.

*Per Edward Barnett.*—Mr. John Napier.

*Per Fanny, from Sydney.*—Capt. Young, H. M. 38th Regt., Monr. Lunagrosse, Esq. *From Singapore.*—Charles Rennet, Esq.

*Per Victoire and Lise.*—Mrs. Filliard, Mrs. Majesté, Dr. Majesté; Miss Filliard, E. F. Resquet, Esq., G. Cocker, Esq. and G. Bonnasse, Esq. merchants; G. Filliard; Advocate General of Chandernagore and Mr. Detour, Attorney at Law.

*Per Thetis, from Mauritius.*—J. H. Oliver, Esq. Mariner and H. Jeffroy, Esq. *From Madras.*—J. B. Green, Mariner.

*Per Merope, from Mauritius.*—Mr. E. W. Page. *From Hobart Town.*—C. Whitmore, Esq. Civil Service.

*Per Prince George, from London.*—Miss Gilbert.

*Per Diedericka, from Batavia.*—Mrs. Bell.

*Per Margaret.*—Mrs. Bolton and children; Mrs. Dundas, Miss Broughton and Lieut. Dundas.

*Per Cinq Freres, from Bourbon.*—Edward Rosslin, Esq. and C. J. Lavocat, Esq. merchants.

*Per Lady Kennaway, from London.*—Mrs. Chambers and child; Miss Orton, Rev. Chambers; Mr. N. C. McLeod Cadet and Mr. Dixon.

### DEPARTURES.

*Per Calcutta, for Stockholm.*—Mr. Franckfield, Mr. Grandgen and Mr. Dyer.

*Per Tyer, for Liverpool.*—Lients. Drummond and Edwards.

*Per Margaret, for London.*—Mrs. Bolton and two children; Mrs. Dundas; Miss Brougham; Lieut. Bolton and Mr. Dundas.

*Per Patriot King, for Liverpool.*—William Shand, Esq., Lieut. George Timins, Lieut. Beecher; Mr. Paterson and Dr. Balfour, of the H. C. S. *Duke of York*.

*Per Bombay, for Penang.*—The Rev. Henry Pratt. *For Singapore.*—Mr. Zechariah, Mr. George Ividon and Mr. R. C. Morris.

*Per Kellie Castle, for Penang.*—Mrs. Bristow, Major Bristow. *For Singapore.*—Capt. Willand.

*Per Robert, for London.*—J. Wilkinson, Esq. W. T. Dry, Esq. and J. Somerville, Esq.

*Per Hercules, for London.*—Mr. and Mrs. Smith, Civil Service, Lieut. Bolton and Mr. Carlrow.

*Per Fifeshire, for China.*—Mrs. Alport and children. *For Singapore.*—J. McKay, Esq.

*Per Warren Hastings, for Penang.*—T. E. M. Turton, Esq.

## DOMESTIC OCCURRENCES.

## BIRTHS.

- July 1 Silchar, the lady of captain T. Fisher, A. G. G. agent, of a daughter.  
 5 Chowringhee, the lady of captain Sewell, of a daughter.  
 6 Chowringhee, the wife of mrs. Charles Waller, of a daughter.  
 6 Chowringhee, mrs. N. Alexander, of a daughter.  
 7 Neemuch, the lady of G. C. Ponsonby, esq. 2nd light cavalry, of a daughter.  
 15 Patun, the lady of the revd. Thomas N. Stevens, of a daughter.  
 17 Dunn-Dum, the lady of lieutenant Cornish, of a son.  
 24 Calcutta, the lady of P. M. Wynch, esq. of a son.  
 21 Calcutta, mrs. George Hill, of a son.  
 25 Houghly, the lady of D. Carmichael Smyth, esq. of a daughter.  
 28 Calcutta, mrs. Henry Cooke, of a daughter.  
 30 Kamptee, the lady of Capt. J. C. Collins, of a son.  
 30 Akrah Farm, the lady of J. M. De Verme, esq. of a daughter.  
 Aug. 10 Calcutta, the lady of the Hon'ble C. R. Lindsay, of a daughter.  
 10 Calcutta, mrs. R. Richardson, of a daughter.

## MARRIAGES.

- July 12 Padang, mr. F. Embrechts, to Mary Anne Townsend.  
 25 Cawnpore, mr. John Thomas Bonny, junior, to miss Margaret Goldrick.  
 27 Ghazee-pore, captain R. Wilcox, 55th regiment N. I. to miss Susan.  
 30 Calcutta, mrs. T. Clarke, branch pilot, b. c. marine, to miss Catherine Harris.  
 30 Calcutta, revd. J. W. Buyers, to miss E. A. Walker.  
 Aug. 10 Calcutta, lieutenant William Tritton, 41st N. I., to Mary Anne, only daughter of the late capt. James, of the Bengal Army.  
 12 Calcutta, George Alexander, esq., of the Civil Service, to Rebecca, the third daughter of William Molly, esq.  
 14 Calcutta, Henry Robert Alexander, esq., h. c. China civil service, to Elizabeth Charlotte, second daughter of James Young, esq.

## DEATHS.

- July 12 Neemuch, the infant daughter of G. C. Ponsonby, esq.  
 17 Nagpore, the third son of capt. W. Warde, aged 3 years, 8 months and 15 days.  
 20 Ghazee-pore, serjeant John Pullen, band master H. M. 38th regt.  
 20 Sylhet, Maria Jarvis, the lady of Chas. Smith, esq. of the civil service aged 39 years.  
 22 Barrackpore, lieutenant J. P. Fleming, 55th regiment N. I. aged 29 years.  
 23 Doorgapore, Alexander McDonald, esq. aged 43 years.  
 24 Calcutta, mrs. Ann Frances Breen, the wife of W. C. Breen, aged 25 years.  
 30 Shahabad, mr. Henry Innis, of the Buillah Indigo Factory, aged 28 years.  
 Aug. 2 Kamptee, George Henry Somerset Collins, aged 2 years and 9 months.  
 3 Puttyghur, Charlotte, the youngest daughter of mr. Joseph Brierly, aged 1 year and 10 months.  
 3 Baloo Ghaut, Thos. Edward Spencer, aged 13 years.  
 4 Calcutta, capt. Andre Francois Ballot, of the French barque *Elise*, aged, 34 years.  
 4 Sultanpore Oude, the infant son of capt. and mrs. Orr.  
 5 Ghazee-pore, Donald Henry, the son of dr. Butler, aged 7 months.  
 6 Bowmanpore, the wife of H. W. Spier, of Dunn-Dum.  
 6 Gardeu Reach, mrs. Caroline Mary Paulin, aged 37 years.  
 8 Chowringhee, Hannah Maria, the wife of W. Braddon, esq., c. s. aged 43 years.  
 10 Calcutta, Anne, the infant daughter of the Hon'ble C. R. Lindsay.  
 10 Calcutta, Francis Holden Spencer, esq., aged 34 years.  
 13 Calcutta, Vardon Gasper, esq., aged 85 years.

## CIVIL APPOINTMENTS, &c.

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[FROM THE 17TH AUGUST TO 17TH SEPTEMBER.]

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### JUDICIAL AND REVENUE DEPARTMENT.

- Crawford, J. H. Mr. :** is appointed Asst. under the Commissioner of the 11th or Patna Division. Aug. 26.
- D'Oyle, J. H. Mr. :** is appointed as Civil and Session Judge of the 24 Pergunnahs for a period of two months. Sept. 2.
- Gough, G. Mr. :** is appointed to officiate until further orders, as Magistrate and Collector of Zillah Saun. Sept. 12.
- Hepburne, R. C. Mr. :** is appointed an Asst. under the Commissioner of Revenue and Circuit of 13th or Bauleah Division. Sept. 2.
- Jones, H. P. Mr. :** is appointed Asst. under the Commissioner of the 14th or Moor-sahad Division. Aug. 26.
- Mackintosh, G. G. Mr. :** is appointed an Asst. under the Commissioner of Revenue and Circuit of the 12th or Maunghyr Division. Sept. 2.
- Master, J. Mr. :** is appointed to officiate as Magistrate and Collector of Midnapore. Sept. 2.
- Rattray, R. H. Mr. :** a Judge of the Court of Sudder Dewanny and Nizamat Adawlat at the presidency, leave for one month, on medical certificate. Sept. 3.
- Tucker, H. St. Mr. :** is appointed an Asst. under the Commissioner of Revenue and Circuit of the 8th or Baras Division. Sept. 2.
- Thomas, E. Mr. :** is appointed to officiate as an Asst. under the Commissioner of the 5th or Bareilly Division, until Dec. next. Sept. 7.
- Vansittart, W. Mr. :** is appointed an Asst. under the Commissioner of Revenue and Circuit of the 19th of Cuttack Division. Sept. 2.

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### GENERAL DEPARTMENT.

- Cowles, C. Captain :** to be Deputy Post Master at Diamond Harbour. Aug. 19.
- D'Oyle, C. Sir :** is appointed to officiate as Civil Auditor. Aug. 30.
- Drom, W. M. Mr. :** is appointed to take charge of the Commercial Residency at Beulah, during Mr. Hyde's absence, on sick certificate, or until further orders. Aug. 30.
- Rurchinson M. Mr. :** is appointed to take charge of the office of Resident at Singapore on the departure of Mr. Ibbetson to Europe on furlough. Aug. 30.
- Vansittart, W. Mr. :** Writer, has been reported qualified in two of the Native languages, for the public service. Aug. 30.

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### POLITICAL DEPARTMENT.

- Honywood, Major :** is appointed to officiate as Superintendent of the Mysore Princes during Major Cadwell's absence from the presidency on duty. August 30.

## DOMESTIC OCCURRENCES.

## BIRTHS.

- Aug. 2 Ahmedabad, the lady of Rev. R. Y. Keys, chaplain, of a son.  
 11 Allahabad, the lady of lieutenant colonel George Moore, 57th N. I. of a son.  
 16 Calcutta, the lady of Captain W. Rees, of a daughter.  
 17 Meerut, the lady of Ensign and Adjutant Bristol, of a son.  
 20 Kishanagore, the lady of James Gill, esq. of a son.  
 21 Futtchchur, Mrs. Delmordick, of a son.  
 24 Calcutta, the lady of G. E. Hudson, esq. of a daughter.  
 26 Garden Reach, the lady of Sir Edward Ryan, of a son.  
 „ Fort William, the wife of W. H. Bogue, of a son.  
 „ Muttra the lady of Captain Alexander, of the 5th light cavalry, of a son.  
 28 Calcutta, Mrs. John Gleeson, of a daughter.  
 30 Calcutta, the lady of D. McFarlan, esq. of the C. S. of a son.  
 „ Nussereabad, the lady of captain H. W. Bellew, of a son.
- Sept. 1 Fairlie Place, the lady of W. F. Fergusson, esq. of a son.  
 2 Calcutta, Mrs. Robert Campbell, of a daughter.  
 3 Calcutta, the wife of Mr. J. M. Heritage, branch pilot H. C. M., of a daughter.  
 4 Calcutta, the lady William Finton, esq. of a son.  
 5 Calcutta, the wife of Mr. J. Dease, of a daughter.  
 „ Jellasure, the lady of Thomas Campbell, esq. of a son.  
 6 Dacca, the lady of E. Ommanney, esq. of a daughter.  
 8 Calcutta, the lady of Capt D. L. Richardson, of a daughter.  
 „ Calcutta, the lady of J. W. McLeod, esq. of a son.  
 11 Bowdangah factory, the lady of J. B. Crawford, esq. of a son.  
 12 Calcutta, Mrs. T. P. Whittenberry, of a daughter.  
 14 Calcutta, the lady of Robert Ince, esq. of a son.  
 „ Calcutta, the lady of Ensign Newbolt, sub-assistant commissariate general, of a son.  
 16 Bangalore, the lady of Mr. Assistant Surgeon Temple, of a daughter.  
 19 Calcutta, Mrs. John Jenkins, of a son.

## MARRIAGES.

- Aug. 3 Muttra, Captain Chean, major of brigade, to miss Harriott, daughter of major Harriott, of the 5th light cavalry.  
 15 Calcutta, George Becher, esq. to Miss Eliza Sturrock.  
 10 Calcutta, lieutenant W. Tritton, 41st L. N. to miss M. A. James.  
 12 Calcutta, G. Alexander, esq. C. S. to miss R. Molloy.  
 14 Calcutta, H. R. Alexander, esq. C. S. to miss E. C. Young.
- Sept. 2 Calcutta, Mr. Andrew Culloden, to miss Elizabeth Hunter.  
 „ Ghazepore, lieutenant J. J. Grant, H. M. 35th regiment, to Sarah, fourth daughter of the late Archibald Colquhoun, esq.  
 3 Calcutta, Mr. Charles Chrichton, baker and provisioner, to Miss Mary Anne Johnson, daughter of Christopher Johnson, esq.  
 5 Calcutta, Mr. S. Mendham, to Miss A. Cooper.  
 10 Calcutta, W. Turner, esq. merchant, to Miss Louisa Maria Shearman, eldest daughter of the late W. Shearman, esq.  
 „ Calcutta, John Muller, esq. of the H. C. mint, to Sarah Mary Anne Shearman, youngest daughter of the late W. Shearman, esq.  
 11 Calcutta, Lieutenant D. Shaw, of the H. C. 57th N. I. to Alicia, the second daughter of S. H. Boileau, esq., register of native correspondence, late in the Persian office.  
 13 Calcutta, Mr. Benjamin Smythe, to miss Isabella Anne Bailey.

## DEATHS.

- Aug. 9 Madras, J. A. Penman, esq. late a surgeon at this presidency, aged 40 years.  
 10 Sanger, the infant daughter of Lieutenant John De Fountain, 56th N. I. aged 1 month and 15 days.

- 13 Chunag, apothecary P. Ham. ton, aged 30 years.  
 Allanabad, Sergeant Alexander, McMillan, of the magazine establishment aged 32 years.  
 Kamptee, George Lenox, the infant son of Captain J. C. Coffin, aged 14 days.  
 Buxar, Lydia Flatman Billon, aged 8 months and 8 days.
- 15 Cawnpore, Mr. W. H. Tolly, of the H. C. lithographic press Calcutta, aged 28 years.
- 17 Cawnpore, William Stacy Bowles, son of Captain W. Burlton, assistant commissary general, aged 1 year and 10 months.
- 19 Mussorie, Maria Louisa, the infant daughter of Lieutenant C. Stewart, aged 10 months and 7 days.
- 20 Banda, Charlotte Augusta, the lady of A. W. Begbie, esq. C. S.
- 21 Mozulipore, W. Oliver Clarke, the infant son of Thomas Clarke esq. aged 1 year and 7 months.
- 23 Chowringhee, the lady of Dr. W. S. Chaters, officiating presidency surgeon.
- 24 Calcutta, Miss Mary Anne Ward, daughter of the late Mr. R. Ward, aged 20 years.  
 Cawnpore, Lieutenant George Crofton, H. M. 16th lancers, aged 26 years.  
 Hareepore, Helen, Eliza, daughter of Edward Currie, esq. C. S.
- 26 Calcutta, Richard Hedger, esq., aged 19 years.
- 27 Monghyr, Mrs. Mary Chamberlain, relict of the late Rev. J. Chamberlain D.D., Mr. Edwards, Deputy Commissary of Ordnance.
- 29 Chinsurah, Charlotte Adelaide, wife of lieutenant W. P. Audin, aged 17 years and 10 months.  
 Kyouk Phyou, Colonel W. H. Wood, military commandant in Arracan.
- 30 Chandernagore, J. T. Martin, esq., indigo planter, aged 69 years.
- 31 Garden Reach, George Chester, junior, esq., C. S.  
 Fort William, Robert Harry, the son of sergeant Hugh Carr.  
 Calcutta, Mr. Thomas Wells, H. C. M. aged 22 years and 8 months.  
 Calcutta, Captain Alexander Landale, of the country service, aged 48 years.
- Sept 2 Howrah, Mr. Edmond Walter Laurie, aged 19 years.  
 3 Calcutta, Alfred Arabin, Brigade major aged 32 years.  
 4 Calcutta, Mrs. Charles Cornelius, senior, aged 60 years.  
 5 Mussorie, Lieut. James Stephens, of the 19th N. I.  
 6 Calcutta, Sarah Edwards, wife of Richard Bird, esq. solicitor.  
 Calcutta, Miss Caroline Ridley, aged 19 years.  
 Calcutta, Mrs. Mary McCulloch, wife of Mr. W. McCulloch, engineer, of the *Entompe*, aged 28 years, 1 month and 11 days.  
 General Hospital, Mrs. Christina Low, wife of staff sergeant Low.  
 Calcutta, Mr. Lewis Marnet Cantopher, late head assistant to the military secretary's office, aged 41 years and 7 months.  
 Calcutta, Benjamin, second son of the late Mr. Benjamin Bails, branch pilot, aged 17 years, 11 months and 13 days.  
 Calcutta, Mr. Jacob D Cruz, aged 70 years.  
 Calcutta, Mr. Thomas Wakerell, of the H. C. M. aged 34 years.  
 Fort William, Master James Robert Moffatt, age 13 years.
- 10 Calcutta, Mrs. J. Morton, relict of the late W. Morton, esq. of Futtyghur, aged 41 years, 1 month and 11 days.
- 11 Calcutta, Mr. John Evans, table waiter, aged 40 years.
- 12 Calcutta, Mr. Geo. Saviel, aged 28 years 7 months and 2 days.
- 14 Calcutta, Mr. James Howell, of the H. C. M. aged 33 years.  
 Calcutta, Mr. Joseph Ambrose, aged 33 years.  
 Calcutta, Master Lewis Joseph Barretto, aged 4 years and 20 days.  
 Calcutta, Mr. M. Robertson, aged 52 years.
- 15 Calcutta, Mr. C. Neville, aged 43 years.  
 Calcutta, Digby Alexander, infant son of the late Mr. Willoughby Henry Hind, aged 1 year, 5 months and 23 days.  
 Calcutta, Sarah Amelia, daughter of Mr. William Hooker, stable keeper, aged 4 months and 5 days.  
 Calcutta, Amy Jane Alicia, the infant daughter of John Farley Leith, esq. barrister at law, aged 5 months.

- „ Calcutta, Mrs Elizabeth Spence, wife of Mr. J. Spence, aged 39 years.  
 17 Calcutta, Mr Jeronimo Rodrigues, examiner, marine yard.  
 18 Calcutta, Frederick Nepson, esq. of the R. C. C.S. aged 39 years.  
 20 Calcutta, Dr George Waddell, M. D. surgeon of artillery, aged 44 years.

## SHIPPING ARRIVALS AND DEPARTURES.

### ARRIVALS

- Aug** 25 Amiable Creole, Girard, from Bourbon 13th July, Port Louis (no date) and Mauritius 24th July  
 26 Forth, C. Robson, from China 9th June and Singapore 7th August.  
 31 Blakely, Thomas Jackson, from Liverpool 11th May.
- Sept.** 1 John E. Edwards, from Singapore 8th August.  
 „ Sultan, D. McGregor, from Bombay 25th August.  
 „ Agyle, McDonald, from Mauritius 2d August.  
 „ Richard Bell, Wurdle, from Singapore 3d August.  
 „ Virginia, Welch, from New York 11th March and Batavia (no date.)  
 „ Gulhare, T. Bally, from Bombay 1th August.  
 2 Eunice, A. Gerard, from Mauritius 10th July and Masulipatam 25th August.  
 3 Phoenix, Bane, from Moulmein 10th August.  
 4 Tuscan, C. Littlefield, from Boston 12th May.  
 „ Pogatus, R. Howlett, from Sydney 3d June, and Isle of France 3d August.  
 „ Sir C. Malcolm, H. Tudor, from Bombay 5th August and Madras 26th ditto.  
 „ Admiral Hogan, Troncoru, from Bourbon 9th August.  
 9 Spartan, James Well, from Liverpool 15th April.  
 „ Red Rover, T. W. Whittle, from China 24th June and Singapore 7th August.  
 7 David Barclay, Thos. Feiron, from Sunderland 23d April, Torbay 4th, and Madeira 25th May, and Madras 1st September.  
 8 Drongon, J. Mackenzie, from Mauritius 1th August, Pondichery 24th August and Madras 2d September.  
 10 Fattile Rahmann, Soboo, from Bombay the 6th and Allepee the 21st  
 „ Copernicus, W. A. May, from London 6th January, Ceylon 31st August and Madras 2d September.  
 11 Resolution, G. Jellicoe, from Madras 2d September.  
 „ Lady Vols, eighten, W. Faith, from London 24th April and Madras 5th September.  
 „ Cordelia, G. Weaver, from Greenock 12th May.  
 „ Ann Felix, J. L. Woolf, from Bombay 17th August and Point de Calle 1st September.  
 „ Courier de St. Bourbon, Survix, from Nantz 19th March and Madras 5th September.  
 14 Dwyer Jam, Reynolds, from Penang 4th, and Achien 30th August.  
 15 Protector, Thos. Buttenshaw, from London 23d April, Cape of Good Hope 20th July, and Madras 8th September.  
 16 L'Emile, Ducom, from Bordeaux 25th March and Madras 8th September.  
 „ Ruby Thos. Hill, from Mauritius 3d August and Covelong 8th September.  
 „ Melville, Hart, from Madras 8th September.  
 17 Collingwood G. Riley, from Liverpool 25th May, and Mauritius 18th August.  
 „ Harriet, G. H. Rays, from Penang 26th July, and Pedier 1st September.  
 20 Pont, John Sanders, from Bristol 9th May, and Mauritius 13th August.  
 „ Ephrasia, L. Andibert, from Mauritius 5th, and Mahe 23d August

## DEPARTURES.

- Aug 25 Thomas Dougall, D. R. Brown, for Mauritius.  
 26 Larkin, Wm. Campbell, for China.  
 27 Elizabeth, W. Hughes, for Masulipatam and Madras.  
 „ Adelaide, A. Steel, for Masulipatam.  
 30 Scobrow, C. H. Wimbolt, for Madras.  
 Sept. 3 America, T. Eldridge, for New York.  
 „ Orontes, Canney, for London.  
 „ Victoire and Lase, P. Carter, for Bourbon.  
 „ Courier de St. Pierre, Be que, for Bourbon.  
 6 Anna, Somerville, for Madras.  
 „ Trial, W. Vaughan, for Masulipatam.  
 7 Competitor, G. Brock, for Masulipatam,  
 8 David Clark, R. Rayne, for China,  
 „ Abgaris, T. S. Rogers, for Bombay.  
 9 Sophia, J. Nash, for Pondicherry and Madras.  
 11 Robin Castle, Richard, for London,  
 „ Zorister, Patton, for Madras.  
 17 Forth, A. Robinson, for Madras.  
 „ Cupidon, R. Smith, for Madras.  
 19 Red Rover, Whittle, for Singapore and China.  
 20 Hall, J. Hughes, for Madras.  
 „ Emma, A. Gerard, for Madras.

## LIST OF PASSENGERS.

## ARRIVALS.

- Per Forth, from China.*—Mr. Still, Mariner. *From Singapore.*—Wm. Allan, Esq. C. S., and Ensign Collins, 29th Regt. N. I.  
*Per Galatree* Mr. Waghorn.  
*Per Sultan, from Bombay.*—John Russel, Esq.  
*Per Argyle, from Bourbon.*—Mr. J. Cervais, Linen Draper. *From the Isle of France.*—Mr. George Roy, Mariner.  
*Per Sir Charles Malcolm, from Madras.*—William Paulin, Esq.  
*Per Pegasus, from Mauritius.*—W. M. Campbell, Esq.  
*Per Terebinth, from Boston.*—Mr. J. J. Diawell, Supercargo; Mr. H. Snow, Clerk; Mr. W. C. Rogers, Merchant; and Mr. C. Cardik.  
*Per Albatross, from Bourbon.*—Mr. E. Pondellet.  
*Per Copernicus, from Point Petre.*—Mrs. Thompson, and Lieut. Thompson, H. M. 16th Regt.  
*Per Protector, from London.*—Mrs. R. More; Miss Hill; Lieutenants Ashmore and Jones; Messrs. Anderson, Smith, and Thompson, Assistant Surgeons; Mr. Dowell, Merchant; Messrs. Tucker, Jones, and Kye, Carlets; and Mr. Gibbon.—*From the City of God Hope*—Mrs. Nicolson; Dr. Nicolson; Captain McKoy, H. M. Service.—*From Madras.*—Mr. Morris, Civil Service, and Mr. Dallas, Cadet.  
*Per Euphrasia, from Mauritius.*—Rev. Mr. Morton, Miss Morton, C. W. Morton, Masters J. W. U. Morton, and F. O. Morton.

## DEPARTURES.

- Per Mocha, for Bombay.*—Mr. and Mrs. Capt. Baraes, of H. M. 41st Regt.  
*Per Thomas Dougall, for Mauritius.*—Mrs. and Capt. Brown, and 3 children; of H. M. 16th Regt.  
*Per Orontes, for London.*—Mrs. Dundas; Miss Broughton; Capt. James Allen, 7th Cavalry; W. S. Charters, M. D.; Lieut. T. Graham Dundas 73d Regt, N. I.; Lieut. W. Martin, H. M. 38th Regt.; Lieut. Lewis, H. M. 15th Regt.; Lieut. Edwards, Artillery; Mr. Jos. Hamilton, 5 children; and 5 Charter Party Passengers.  
*Per Thula, for Madras.*—Mrs. Branley; Major Caldwell; Mr. Simpson and Master Bramley.  
*Per Robin Castle, for London.*—Mrs. Richards and child; Mrs. Douthwaite; Mrs. Peters; Miss Moore; Captains Douthwaite, Ingram and Mackey; Mr. Davies; Mr. C. C. Clarke, late Volunteer H. C. Marine; Messrs. Harrison and Maine, late Midshipmen of the late H. C. C. Ship *Lord Amherst*.





## CIVIL APPOINTMENTS, &amp;c.

## JUDICIAL AND REVENUE DEPARTMENT

- Batten, J. H. Mr.; Assistant under the Commissioner of Revenue and Circuit of the 9th or Gorakhpore Division. Sept. 17.
- Brietzcke, C. W. Mr.; Senior Commissioner of the Gorakhpore Division, leaves for two months, on Medical Certificate, in extension of the leave granted to him on the 20th November last. Sept. 14.
- Barlow, R. W. Mr.; is appointed as District Session Judge of Ghazipur. The Commissioner of the 10th or Sarun Division directs one of Mr. Baskett's clerks to receive charge of the sessions duties of the Office of Civil Judge of Ghazipur from Mr. Barlow. Sept. 17.
- Biscoe, T. P. Mr.; Civil and Session Judge of Bareilly, leave for one month, on private affairs. Mr. W. Cowell will assume charge of the duties of Civil and Session Judge of Bareilly during Mr. Biscoe's absence. Sept. 17.
- Colvin, J. Mr.; M. D., Assistant Surgeon of Gorakhpore, to resume duty on the 20th April next, on private affairs, in extension of the leave granted to him on the 20th April last. Sept. 17.
- Dick, W. F. Mr.; is appointed to officiate as District Judge of the Sessions Courts of Sudder Dewanny and Nizamut Adawlut at Allahabad, in the absence of Mr. Baskett, who remains in charge of the Office of Civil Judge of Allahabad, until the return of the latter. Sept. 17.
- Glass, C. Mr.; Principal Engineer at Barrackpore, leaves for one month, on private affairs. Sept. 17.
- Gough, G. Mr.; is appointed to officiate until further orders, as Magistrate and Collector of Zillah Sarun. Sept. 12.
- Lushington, Mr.; Magistrate and Collector, will proceed to Saheswan, after completing the special duty on which he is employed in Ghazipur. Sept. 17.
- Lushington, C. H. Mr.; Assistant under the Commissioner of Revenue and Circuit of the 10th or Sarun Division. Sept. 17.
- Lambert, W. Mr.; is appointed to officiate, until further orders, as a Judge of the Courts of Sudder Dewanny and Nizamut Adawlut at Allahabad. Sept. 17.
- Robertson, W. T. Mr.; is appointed as an Additional Judge of Burdwan. Sept. 17.
- Smith, C. Mr.; late Judge of the Dacca Court of Appeal, leaves for one month, on Medical Certificate, in extension of the leave granted to him on the 6th July last. Sept. 17.
- Stur, C. Mr.; Assistant to the Magistrate and Collector of Mowadabad, in the end of this month, in extension of the leave granted to him on the 19th July last. Sept. 17.
- Smith, C. W. Mr.; is appointed to officiate as Commissioner of Revenue and Circuit of the 11th or Patna Division. Sept. 17.
- Trevor, C. B. Mr.; Assistant under the Commissioner of Revenue and Circuit of the 19th or Cuttack Division. Sept. 17.
- Thomas, E. Mr.; is appointed to officiate as an Assistant under the Commissioner of the 5th or Bareilly Division till December next. Sept. 17.
- Woodcock, T. P. Mr.; Joint Magistrate and Deputy Collector of Ramnagar, has obtained leave of absence for a fortnight on private affairs, in addition to the leave allowed for joining his Station. Sept. 19.

## GENERAL DEPARTMENT

- Batten, J. H. Mr.; Writer, has been reported qualified in two of the native languages for the public service. Sept. 2.
- Chippendall, H. J. Mr.; to be second Commissioner for investigating the claims of the Creditors of the late Rajah of Tanjore. Sept. 2.
- Chester, G. Mr.; Senior Member of the Board of Customs, Calcutta, is permitted to be absent from his office for a period of fourteen days, on private affairs. Sept. 9.

Conolly, W. J. Mr.; to be Deputy Opium Agent in the District of Bareilly. Sept. 17.  
 Crawford, J. Mr.; is appointed to officiate in the above situation during Mr. Lawar's absence. Oct. 7.

Davidson, C. T. Mr.; Assistant to the Salt Agent and Superintendent of Salt Chokies at Balloobah and Chittagong, is permitted to be absent from his appointment for a period of one month, to enable him to visit the Presidency, on private affairs. Sept. 6.

Johnston, J. H. Captain; is appointed to the office of Controller of the Honorable Company's Steam Vessels. Sept. 17.

Lushington, C. H. Mr.; Writer, has been reported qualified in two of the native languages for the public services. Sept. 9.

Reade, E. A. Mr.; to be Deputy Opium Agent in the District of Cawnpore. Sept. 17.

Smith, H. Mr.; embarked on the Private Ship *Hercules*, on Farlough to Europe, which vessel the Pilot left at Seaboron the 12th Sept. Sept. 17.

Trevor, C. B. Mr.; Writer, has been reported qualified in two of the native languages for the public service. Sept. 9.

Ugwin, H. Mr.; Second Assistant to the Collector of Customs in the Sea Department, is permitted to be absent from his appointment for a period of one month, on account of ill health.

J. U. Mr.; having passed an Examination on the 29th ultimo, is reported qualified in two of the Native Languages for the Orders which were issued on the 26th ultimo for that Gentleman. England are revoked. Sept. 17.

## POLITICAL DEPARTMENT.

Bogle, A. Captain; took charge of the District of Gowahatty on the 27th May, in consequence of Lieutenant Matthe having left that Station on account of his health. Oct. 3.

Bunce, Captain; Commanding the Palace Guards at Delhi, leave for six months, to proceed to Calcutta, on private affairs. Oct. 3.

\_\_\_\_\_, Captain; received charge of the Six Pergunnahs of Assam, the Garrow Hauts and Mehals of Rungpore, from Captain Bogle on the 18th May. Oct. 3.

Low, J. H. Lieut.; 39th Regiment N. I., to Officiate as Commandant of the Palace Guards, during the absence of Captain Bruce. Oct. 3.

Matthe, Lieut.; was permitted to Officiate as Assistant to the Agent of the Governor General North East Frontier, at Chirra Poonjee, from the 1st July to the 1st of November next. Oct. 3.

Thorndy, Captain; Secretary to the Hindoo College at Benares, is nominated to officiate as Agent to the Governor General at Moorsshedabad, until the return of Lieutenant Colonel Cobbo, or until further orders. Sept. 19.

Tilghman, R. M. Mr.; to Officiate as Agent to the Governor General in Bundelcund, during the absence of Mr. Ainslie, or until further orders. Oct. 3.

## FINANCIAL DEPARTMENT.

Young, W. R. Mr.; appointed Accountant in the Judicial, Revenue, Commercial, and Marine Departments, and Auditor of the Commercial, Salt and Opium Accounts. Sept. 17.

## SHIPPING ARRIVALS AND DEPARTURES.

## ARRIVALS.

- Sept. 25 Samasunderbrooy, Nacoda, from Nagore the 9th August.  
 26 Mary Ann Webb, W. Viner, from Liverpool 1st June.  
 „ Brougham, J. B. Viles, from Isle of France 21st August, and Caylon  
 (date not mentioned).  
 27 Kyle, T. Fletcher, from London 28th May, and Madras 2nd Sept.  
 „ Hebe, A. Nicol, from Moulmein 10th August.  
 „ Fattle Curreen, Moosa, from Bombay 15th ditto.  
 28 Cornwall, Hell, from London the 18th June.  
 „ Asia, J. Biddle, from Portsmouth the 22d May, Madras the 6th June  
 and Madras the 22d September.  
 „ Lord Castlereigh, T. Tawls, from Bombay 9th September.  
 „ Sanderson, H. O. Sage, Newcastle 5th April, Downs 16th and 19th  
 month 21st ditto.  
 29 Tanja, R. Richards, from Bombay 25th August.  
 30 Edward, H. Heavside, from Penang 6th Sept.  
 „ Sir Archibald Campbell, C. Robertson, from Madras 14th Sept.  
 raga 24th Sept.  
 Oct. 4 Donna Camelita, C. Grey, from Mauritius 1st September, Madras (no  
 date), and Ennore 27th September.  
 5 Fattle Rohoman, Ibrahim, from Mocha 24th August, and Madras 21st  
 September.  
 „ Fattle Mobarack, Abdullah, from Muscat 1st September.  
 6 Abassy, Hussan, from Muscat 1st September.  
 7 Irma, H. Bornard, from Harve de Grace 21st June.  
 9 Wm. Gray, H. Greene, from Boston 15th June,  
 „ Dorchester, J. Carrick, from Newcastle 7th April and Cape of Good  
 Hope 28th July.  
 10 Ann, Esadosa, from Bombay 12th September.  
 11 Jamaica, J. Pinder, from Liverpool 21st June.  
 „ Intrepid, Thos. Robinson, from Liverpool 21st March, Rip de Janeiro,  
 (date not mentioned) and Bombay 16th September.  
 „ Hamonshaw, Svrd, from Muscat 10th September.  
 „ Duke of Lancaster, Hargraves, from London 19th June.  
 „ Nancy, —, from Bordeaux 21st June.  
 12 General Gascoyne, J. Fisher, from Ennore 23th September, Vishapa-  
 tan 3d October and Madras (no date.)  
 13 Star, M. Griffing, from Philadelphia 29th May and Madras 13th July.  
 „ Casuare Merchant, T. W. Tingle, from Point Pedro 1st October.  
 17 Duke of Buccleugh, A. Henning, from London 20th June, Portsmouth  
 24th ditto, and Madras 8th October.  
 „ Fergusson, A. Young, from London 7th June and Madras 6th October.  
 „ Morcam Star, W. Linton, from Bordeaux 18th June.  
 „ Resource, C. C. Clark, from Persian Gulph 22d August and Bombay  
 22d September.  
 19 Asia, Steud, from Sydney 3d August, and Madras 6th October.  
 „ Sindanny, Duverger, from Bombay 12th September.  
 „ Fattle Main, Abdull, from Muscat 1st September.  
 „ Nasser, Amee, Beene Salem Bonama, from Mocha 1st August, and Bom-  
 bay 13th September.

## DEPARTURES.

- Sept. 24 Pegasus, R. Hawlett, for Madras.  
 „ Amiable Crook, Gerard, for Bombay.  
 26 Margaret, W. Johns, for London.

- Oct. 1 Drongan, J. Mackenzie, for Madras.  
 3 Lowjee Family, Johnstone, for Bombay.  
 " Lady McNaghten, Faith, for Madras.  
 " Mary, Daniels, for Moulmein.  
 5 David Barclay, Thos. Fewson, for Madras.  
 " Princess Victoria, J. Hart, and Prince George, W. J. Creed, for London.  
 6 Mount Vernon, M. Whitney, for Boston.  
 " Collingwood, G. Hilley, for Mauritius.  
 " Protector, T. Buttahaw, for Madras.  
 " Rubry, T. Hall, for Madras.  
 7 Joanna, R. Patterson, for Greenock.  
 8 Spartan, J. Webb, for Madras.  
 14 Fanny, R. Edwards, for Madras.  
 18 Harriet, Roys, for Penang.

## LIST OF PASSENGERS.

### ARRIVALS.

*Per Drougham*.—Mrs. Barrow, Miss Morston, Miss Dunn, Miss Barrow, 3 Misses Mags, 2 Misses Poors, 3 Misses Winslow, Miss Spoulding, Miss Woodward, Mr. Winslow, and 2 Masters Barrow.

*Per bark Kyle, from London*.—Miss King. — *From Madras*.—Mr. J. Cameron. *Per Edward, from Penang*.—Mrs. Bristow, Mrs. Heavyside, and Mr. Edeasor, Armenian.

*Per Sir Archibald Campbell, from Masulipatam*.—Mr. P. J. Philips, and Master Charles Hall.

*Per Nancy, from Bordeaux*.—A. A. Davidson, Esq., Merchant with 2 Daughters and 2 Sons; R. Peters, Esq. A. Lamoignon, Esq.; G. Petovelle, Esq.; C. Kerr, Esq.; and C. Murphy, Esq. Merchants.

*Per Duke of Lancaster, from Liverpool*.—A. F. Hamilton, Esq.

*Per Amr. Ship Star, from Philadelphia*.—Mrs. Lowrie; and Mrs. Reed: Rev. J. C. Lowrie and Rev. Wm. Reed: Mr. G. Hurlingale, M. D.; Mr. Thos. N. Richards; and Mr. Thos. Ryan.

*Per Duke of Buccleugh*.—Lieut.-Col. P. LeFevre, Bengal Establishment; Mrs. LeFevre; Lieut.-Col. R. B. Jenkins; James Atkinson, Esq., Surgeon, Bengal Establishment; Mrs. Atkinson; Mr. Frederick Atkinson; Miss Julia Atkinson; Master James Atkinson; F. Biddle, Esq.; Mrs. Barnes; Mr. Chas. Barnes; Mr. Geo. Barnes; Misses Ellen Barnes, Eliza Goodvee, and Anna Kellet; Captain John Wetherspoon, Bengal Establishment; Lieutenant Henry Clark, ditto; Chas. Chapman, A. H. Hessing, and Frederick Green, Esqrs.; Ensign Shadforth, H. M. 57th Regt.; Mr. J. Atkinson, Mr. C. Barnes, and Mr. G. Barnes.

*Per Ferguson, from London*.—Mrs. Col. Lindsay; Mrs. Check; Miss Check; Miss Thomson; Miss Hutchinson; Master G. N. Check; Captain Forbes, 61st Bengal Native Infantry; Mr. Bunce, Engineer Cadet; Mr. Thullier, Artillery ditto; Mr. Check; and Mr. Muckle.—From Madras: Mr. J. C. Owen, Master Pilot.

*Per Resource*.—Syed Hussien and Syed Abdullah, Merchants; Mr. Gregory, Armenian ditto.

*Per Protector*.—Cornet Vine.

### DEPARTURES.

*Per Lady Kennaway, for London*.—Mrs. Ripley and 2 Children; Mrs. Bamfield and 2 Children; P. M. Wynch, Esq. Civil Service; Capt. Ripley; Lieuts. Bamfield, N. L.; Lieuts. Colley, Dwyer, H. M. 38th Regt. and Lieut. Routh, H. M. 49th Regt.; Assistant Surgeon Clarke; two European female Servants and one Native Servant.

*Per Maris, for Van Dieman's Island*.—Mrs. Scott; Mr. Green; and Mr. Abbott.

*Per Cashmere Merchant*.—H. L. Dick, Esq. Civil Service, and Mr. L. W. Judd.

*Per Culcare*.—Mr. and Mrs. Mendon.

## DOMESTIC OCCURRENCES.

## BIRTHS.

- Sept. 3 Dakhie, the lady of Thomas Polwhele, 42d Regt. N. I., of a son.  
 „ Rajpote, the lady of Captain D. Shaw, 20th Regt. N. I., of a son.  
 7 Benares, the lady of W. H. Valpy, Esq. of the Civil Service, of a daughter.  
 9 Almorah, the lady of Captain Buttershaw, of a still-born daughter.  
 „ Bareilly, the lady of Captain Wake, 44th Regt. N. I., of a daughter.  
 11 Ahmuduggur, the lady of Captain J. Swainson, Acting Military Paymaster at the Presidency, of a daughter.  
 13 Bandah, the lady of Lieutenant Harris, of the 70th Regiment, of a son.  
 „ Dnnapore, the lady of Lieut. McGeorge, of the 7th Regt. N. I. of a daughter.  
 „ Bombay, the lady of J. S. Unwin, Esq. of a daughter.  
 19 Calcutta, the lady of Captain George Hogarth, of His Majesty's 26th Foot, of a still born child.  
 20 Calcutta, Mrs. M. A. D'Silva wife of Mr. M. D'Silva, of a son.  
 21 Calcutta, Mrs. Charles Jadwin, of a son.  
 „ Foggangolah, Mrs. Thomas Rose, of a daughter.  
 22 Dhurumpoor Indigo Factory, the lady of M. J. Lemarchand, Esq. of a son.  
 23 Calcutta, Mrs. A. McCulloch, of a son.  
 24 Jansapore, the lady of G. F. Brown, Esq. Civil Service, of a daughter.  
 25 Calcutta, Mrs. M. E. Ross, wife of Mr. T. Ross, of the H. C. Marine, of a daughter.  
 26 Calcutta, the lady of M. I. Hahed, Esq. Civil Service, of a son.  
 29 Calcutta, the lady of A. Miller, Esq. of a son.  
 „ Burdwan, the lady of the Hon'ble Robert Forbes, of a daughter.  
 „ Cawnpore, the lady of Captain R. Roberts, of the Horse Artillery, of a daughter.  
 30 Murzapore, the lady of Colin Lindsay, Esq. of a daughter.  
 „ Rampoor Bandolah, the lady of J. Lewis, Esq. Civil Service, of a daughter.  
 Oct. 1 Murzapore, the lady of Captain Andrew Spens, 74th N. I. of a son.  
 2 Fort William, the lady of the late Captain J. Vincent, H. M.'s 46th Lancers, of a daughter.  
 3 Calcutta, the lady of John Tytler, Esq. of a daughter.  
 „ Breckbloom, the lady of F. Millett, Esq. of the Civil Service, of a daughter.  
 „ Chowringhee, Mrs. Hutchins, of a daughter.  
 4 Calcutta, the lady of the late Captain W. J. Crawley, of a son.  
 5 Barhampton, the lady of G. W. Battye, Esq. Civil Service, of a son.  
 6 Fort William, Mrs. M. A. Morgan, wife of the late Staff Sergeant Morgan, of the clothing department, of a son.  
 7 Cawnpore, the lady of Lieut. Charles Finch Farmer, 21st Regt. N. I. of a still born son.  
 „ Calcutta, Mrs. H. Babonau, Junior, of a daughter.  
 „ Chowringhee, the lady of J. Doogal, Esq. of a daughter.  
 17 Calcutta, the wife of Mr. T. Barrett, H. C. Marine, of a daughter.

## MARRIAGES.

- Sept. 6 Cawnpore, Lieutenant Vincent Eyre, Artillery, to Emily, only daughter of the late Colonel Sir James Mouat, Bart., Bengal Engineers.  
 18 Calcutta, Mr. Henry Thomas Munsell, to Miss Sophia Caroline French.  
 „ Calcutta, Charles Steer, Esq. Civil Service, to Miss Caroline Thompson.  
 „ Poona, A. M. Capel Arthur Hanbury Tracy, Esq. of the Bombay Civil Service, to Eliza Anna Crickitt.  
 19 Chhissurah, Lieut. Blair, of the Buffs, to Miss Louisa Killich.  
 20 Fort William, William Coles, apprentice, General Hospital, to Miss Gayle.  
 21 Benares, Mr. W. Bryant, to Miss Catherine Maria Morgan.  
 30 Cawnpore, George Poyntez Ricketta, Esq. of the 1st Regiment Bengal Light Cavalry, to Isabella Victoria, youngest daughter of the late Peter Begbie, Esq.

- Oct. 5 Calcutta, Mr. John Ridely, Junior, to Miss Ann Elizabeth Sealy.  
 7 Dinapore, Lieutenant John Grant Gerrard, European Regiment, to Mary Anne, second daughter of Capt. M. A. Bunbury, 40th Regt. N. I.  
 9 Calcutta, Mr. Robert Henry Scott, to Miss Teresia Keay.  
 10 Calcutta, H. A. Poulson, Esq. of Nundunpore Pagora, Nuddah, to Miss S. A. Damm.

## DEATHS.

- Sept. 1 Cawnpore, Ensign P. T. R. White, H. M.'s 31st Regt. N. I., aged 26 years, second son of W. R. White, Esq., Surgeon to H. M.'s 16th Lancers.  
 4 Colaba, Fanny Myrah, the Lady of William G. Jolliffe, Esq. I. N., Store-keeper aged 27 years.  
 7 Ghazipur, Eliza Frances, the daughter of Dr. Butler, aged 1 year and 9 months.  
 10 Kinkor, J. Brady, Esq. Surgeon, Queen's Royals.  
 10 Mhow, George, son of U. Jordan, Riding Master, 7th Regt. Light Cavalry, aged 9 years and 9 months.  
 11 Cawnpore, Charles Lisle Penruddocke, son of Captain William Burlton, Assistant Commissary General, aged 8 months and 15 days.  
 13 Chunar, Lieut. Col. Arrol, commanding the Garrison of Chunar.  
 14 Futtehpore, Edward Smith, Esq. Civil Service, aged 26 years.  
 15 Cawnpore, Edward Smith, aged 22 years, 8 months and 13 days.  
 15 Allahabad, William, the infant son of Mr. William Johnson, of the Sudder Adawlut Office, aged 9 months and 8 days.  
 18 Calcutta, Master Paschal Pasmore, son of Mr. Thomas Pasmore, aged 6 years, 6 months and 3 days.  
 " Calcutta, Mrs. Elizabeth Ann Ambrose, wife of Mr. James Ambrose, Ship-builder, aged 28 years.  
 " Burdwan, Captain John Wogan Patton, of the 31st Regt. N. I., Executive Officer of the Division.  
 19 Calcutta, Mr. William Johnson, of the ship *Gulnart*, aged 30 years.  
 20 Calcutta, Master Simon Girling, son of Mr. Simon Girling, of the H. C. Marine, aged 3 years, 9 months and 24 days.  
 " Calcutta, Miss Ann Cripps, wife of the late Mr. Edward Cripps, H. C. Marine, aged 22 years, 3 months and 12 days.  
 " Howrah, Mr. George Reeves, Ship-builder, aged 42 years.  
 21 Calcutta, Miss Emily Harriett Raban, daughter of Mr. J. Raban, aged 14 years.  
 " Calcutta, Miss Maria Hewetson, aged 12 years, 5 months and 10 days.  
 22 Calcutta, Mr. Stephen Reid, aged 27 years.  
 " Calcutta, Mr. Edward Mayer, aged 39 years, 5 months and 15 days.  
 23 Calcutta, Captain Joseph Hodges, aged 78 years, 3 months and 27 days.  
 " Calcutta, William Campbell, Esq. of Sydney Merchant, aged 20 years.  
 " Calcutta, Mr. William Thornton, aged 23 years.  
 " Burdwan, Henry, the infant of the Henry Millet, Esq.  
 24 Cawnpore, the infant son of Lieut. Col. T. Maddock, aged 11 months.  
 25 Calcutta, Mr. Charles Wellington Ewin, son of Mr. W. Ewin, Branch Pilot, aged 11 months and 21 days.  
 " Calcutta, Mr. Matthew Samuel, aged 40 years.  
 " Lucknow, Captain J. D. Herbert, of the 9th Regt. Bengal N. I.  
 26 Calcutta, the infant daughter of Mr. and Mrs. Ross.  
 27 Calcutta, Alice, the daughter of W. H. Urquhart, Esq. aged 1 year and 11 months.  
 " Calcutta, Captain Edgar Edwards, Commander of the Brig *Jean*, aged 36 years.  
 " Calcutta, Mr. Philip Lemondine, Branch Pilot, aged 49 years.  
 " Chinsurah, James Luckyn, son of Lewis and Elizabeth Betts, aged 18 years, 3 months and 22 days.  
 28 Calcutta, Miss Catherine Rawlinson Thompson, the infant daughter of Capt. Henry Thompson, of the Firm of Messrs. Thompson and Broad, aged 12 months and 23 days.  
 " Calcutta, Mrs. M. A. Tickell, the lady of Lieut. Col. Tickell, a. b., of the Bengal Engineers, aged 44 years.

- 29 Calcutta, Mrs. Mary Elizabeth Ross, wife of Mr. T. Ross, H. C. Marine,  
aged 23 years.
- .. Calcutta, Mrs. Rosa Simon, aged 54 years.
- 30 Calcutta, Mr. Peter Augier, Armourer, aged 77 years.
- .. Calcutta, Master Lewis Mendes, aged 1 year, 6 months and 29 days.
- Oct. 1 General Hospital, Angelina Emma Geddes, daughter of the late Sericant  
Major Geddes, aged 6 years and 5 months.
- Calcutta, Mr. Alexander I. Pew, of the ship *Cordelia*, aged 30 years.
- Diamond Harbour, John Douglas Scott, Esq. Surgeon of the ship *Sat*.
- Fort William, Charlotte, wife of Mr. Adam Urz, of the Town Major  
Department, aged 32 years.
- Rauleah, the Lady of Captain Warner, Executive Officer, 4th Division.
- 5 Calcutta, Mrs. Albertina Cooper, relict of the late Mr. Cornelius Cooper,  
Merchant, aged 62 years.
- .. Calcutta, Mrs. Jane Ferris, aged 46 years, 8 months and 12 days.
- 6 Calcutta, Mons. C. A. Vowen, aged 47 years.
- .. Calcutta, Miss Elizabeth Ross Andrews, aged 14 years and 52 days.
- .. Calcutta, Mary Ann Ladquick.
- .. Jessore, R. B. Francis, Esq. Assistant Surgeon, aged 35 years.
- 8 Mirzapore, in child-bed, Margaret, the beloved wife of Colin Lindsay,  
Esq. Civil Service, aged 36 years.
- 10 Dum-Dum, Richard, the youngest of Mr. Conductor Murphy, aged 17  
months and 15 days.
- .. Calcutta, Mrs. Ann Mills, widow of the late Captain John Mills, aged 65  
years.
- Garden Reach, Walter Nisbet, Esq. of the Civil Service, aged 48 years.
- Calcutta, Mr. Henry Wakefield, aged 25 years.
- Captain James Robert Oliver, late of the H. C. Naval Service, aged 50  
years.
- 14 Calcutta, Mrs. Catherine Clarke, wife of Mr. T. Clarke, H. C. Marine  
Service, aged 29 years, 2 months and 10 days.
- .. Calcutta, Andrew Jewel, Esq. aged 64 years.
- 15 Dum-Dum, Richard Scrope Bernard Morland, Captain in the Bengal  
Artillery, third son of the late Sir Scrope Bernard Morland, Bart., of  
Windenden, Bucks, aged 46 years.
- 16 Calcutta, Mr. Daniel Evans, of the ship *Cornwall*, aged 50 years.
- 18 Howrah, Captain Richard Allen Humphreys, of the Country Service,  
aged 55 years.
- 21 Chowringhee, Mrs. Tempe Sophia Palmer, the lady of Wm. Palmer, Esq.  
of the H. C. Service, aged 26 years.





## CIVIL APPOINTMENTS, &amp;c.

(Omitted in the December number.)

## JUDICIAL AND REVENUE DEPARTMENTS.

[FROM THE 17TH OCTOBER TO 2ND DECEMBER]

- Alexander, W. S. Mr. ; Joint Magistrate and Deputy Collector of Midnapore, leave for eighteen months, on medical certificate. August 28.
- Alexander, J. Mr. ; Assistant under the Commissioner of Revenue and Circuit of the 10th or Sarun Division. Oct. 24.
- Bouldersou H. S. Mr. ; Civil Session Judge of Scharunpore, leave for one month for private affairs. Oct. 12.
- Baley, T. B. Mr. ; Assistant under the Commissioner of the 1st or Meerutt Division, leave for three months, on medical certificate. November 18.
- Bradlon, W. Mr. ; to be Judge of the Sudder Dewanny and Nizamut Adawlut at the presidency. Oct. 28.
- Cunliffe, R. E. Mr. ; Officiating Joint Magistrate and Deputy Collector of Chittagong leave for two months, on medical certificate. Oct. 28.
- Dumeryne, J. S. Mr. ; assistant to the Magistrate and Collector of Behar, leave from the 15th October to 1st January on private affairs. Oct. 17.
- Dick, W. F. to be Judge of the Court of Sudder Dewanny and Nizamut Adawlut at Allahabad. Oct. 28.
- Douglas, H. Mr. ; Judge of the Patna Court of Appeal, leave for four months, on medical certificate. Oct. 28.
- Ewer, W. Mr. ; to be Judge of the Court of Sudder Dewanny and Nizamut Adawlut at Allahabad. Oct. 28.
- Fraser, H. Mr. ; is appointed Magistrate and Collector of Etawah. Oct. 19.
- Farquharson, J. A. O. Mr. ; is appointed assistant under the Commissioner of Revenue and Circuit of the 12th or Monghyr Division. November 18.
- Fisher, J. Capt. ; 23d N. 1. and second in command of the Sirmoor Battalion, to be assistant to the superintendent of Deyrah Doon. Oct. 28.
- Grant J. P. Mr. ; is appointed Deputy Collector of Sarun. Oct. 19.
- Gordon W. Mr. ; Commissioner of the 8th or Benares Division, leave for three months on private affairs. Oct. 18.
- Hallhead, N. J. Mr. ; is appointed Special Commissioner under Regulation 111. 1828 of the Calcutta Division. Oct. 19.
- Hughes, A. W. Mr. ; assistant under the Commissioner of Revenue and Circuit of 9th or Goruckpore Division. Oct. 19.
- Hawkins, J. Mr. ; Civil and Session Judge of Purneah, leave for one month, on private affairs. Oct. 19.
- Harding C. Mr. ; Civil and Session Judge of Binaugulpore, leave for one month on private affairs. Oct. 14.
- Heyland, A. C. Mr. ; Officiating Civil and Session Judge of Behar, leave for two months on medical certificate.
- Hampton, R. Mr. ; assistant under the Commissioner of the 13th or Bauleah Division, leave for one month on medical certificate. Nov. 18.
- Irvin, E. V. Mr. ; head assistant to the Magistrate and Collector of Purneah. Oct. 18.
- Kennaway, W. R. Mr. ; Joint Magistrate and Deputy Collector of Goruckpore, leave for two months, on private affairs. Oct. 28.
- Lambert, W. M. ; to be Judge of the Court of Sudder Dewanny Adawlut at Allahabad. Oct. 28.
- Lindsay, C. Mr. ; Collector of Mirzapore, to proceed to the presidency, on medical certificate. Oct. 28.
- Lowther, R. Mr. ; is appointed Commissioner of Revenue and Circuit of the 6th or Allahabad Division. Oct. 19.
- Macintyre, C. Mr. ; assistant surgeon of the Civil Station at Akyab, leave for two months. November 18.
- Macnaghten, J. D. Cornet ; third assistant to the Commissioner of Ajmere, leave for one month, on medical certificate. Oct. 14.
- Millett, F. Mr. Civil Session Judge of Beerbhoom, has been directed to proceed to the presidency on special duty. Oct. 19.

- Ogilvy, W. Mr. ; Joint Magistrate and Sub-Collector of Bolah, to remain at the Presidency till the 15th Nov. on Medical Certificate. Oct. 23.
- Ravenshaw, E. C. Mr. ; Magistrate and Collector of the Northern Division of Mooradabad, leave for three months, on private affairs. Oct. 12.
- Raikes, W. N. Mr. ; assistant to the Magistrate and Collector of Bauda, leave for four months, on Medical certificate. Nov. 4.
- Richardson, F. Mr. ; Civil and Session Judge of Darca, leave for two months, on medical certificate. Nov. 25.
- Stear, W. C. Mr. ; to officiate as Commissioner of Revenue and Circuit of the 12th or Moughyr Division. Nov. 1.
- Stirling, E. Mr. ; Collector of Allyghur, leave for one month, on medical Certificate. Nov. 18.
- Thompson, C. F. Mr. ; Civil and Session Judge of Cawnpore, leave for four months on medical Certificate. Nov. 25.
- Thomson, J. Mr. has been appointed to officiate as deputy Collector of Allyghur. Oct. 28.
- Valpy, W. H. Mr. ; is appointed Magistrate and Collector of Sarun. Oct. 19.
- Wares, H. Mr. ; is appointed Commissioner of Revenue and Circuit of the 16th or Chitragong Division and Commissioner of Arracan. Oct. 19.
- Woodcock, E. B. Mr. ; is appointed Commissioner of Revenue and Circuit of the 11th or Patna Division. Oct. 19.
- Woodcock, W. H. Mr. ; officiating Magistrate of Mizapore, leave for one month on private affairs. Oct. 9.
- Walpole, R. Mr. ; Judge of the Court of Sudder Dewanny and Nizamat Adawlut at the Presidency leave for one month, on medical certificate. Nov. 25.
- Yule, G. U. Mr. ; assistant under the Commissioner of the 13th or Beaulah Division to remain at Jhooth till the 15th November, on medical certificate. Oct. 28.

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## GENERAL DEPARTMENT.

- Carter, J. Mr. ; to be deputy Opium Agent in the district of Allahabad. Oct. 14.
- Danelly, A. F. Mr. ; is appointed to officiate as second assistant to the Collector of Customs at Calcutta in the sea department. Oct. 28.
- D'Oely, C. S. Bart. ; to senior Member of the Board of Customs, Salt and Opium, and of the Marine Board. Nov. 25.
- Gillevie, W. Mr. ; is appointed to officiate as Collector of Customs and Tow duties at Mizapore. Nov. 4.
- Palmer, H. Mr. ; having been relieved from the charge of the General Post Office, will again officiate as 2d assistant to the Secretary to the Customs, Salt and Opium superintendent of the Western Salt Chokies, and assistant to the superintendent of Stamps. Nov. 25.
- Steele, H. Mr. ; second Member of the Board of Customs, Salt and Opium, permitted to proceed to the Sand Heads, for one month, for the benefit of his health. Nov. 4.
- Tottenham, C. Mr. ; to officiate as second assistant to the Secretary to the Board of Customs, Salt and Opium, superintendent of the Western Salt Chokies, and assistant to the superintendent of Stamps. Oct. 14.
- Trotter, A. Mr. ; to be Opium and Salt-petre agent and superintendent of Salt Chokies in Behar. Nov. 26.
- Unwin, H. Mr. ; second assistant to the Collector of Customs at Calcutta, is permitted to proceed to Europe for the benefit of his health. Oct. 14.

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## POLITICAL DEPARTMENT.

- Blundel, Mr. ; directed to receive charge of the Commissioners Office on Mr. Main gy's departure from the Tenassarim Provinces. Nov. 5.
- Genders, Dr. ; attached to the Sirdian Contingent, leave for three months, to visit the presidency, on private affairs. Nov. 7.
- Gorton, W. Mr. ; agent to the Governor General of Benares, having obtained leave of absence for three months, on private affairs. Oct. 21.

## SHIPPING INTELLIGENCE.

## ARRIVALS.

Oct. 30th *Westmoreland*, Brigstock, from Sydney 9th July and Singapore 20th Sept;—3 st *Union*, Conard, from Boston 24th June;—*Water Witch*, Henderson, from China 1st Sept. and Singapore 6th Sept;—*Daluk Merchant*, Theodores, from Rangoon 4th Oct. and Cheduba 24th Oct;—*Phistle*, A. D. Vines, from Hongkong 14th Sept;—Nov. 1st *Eois*, Lagomdee, from Bordeaux 16th July;—*Walcott*, John Star, from Sydney 19th July and Madras 12th October;—3d *Ezrah*, Noyes, from Bussorah, Bushire 21st Aug. and Muscat 21st Sept;—5th *Star*, Brown, from London 14th April, and Bombay 24th Sept;—10th, *Coromande*, Cupeyron, from Bordeaux 18th July;—*Hercule*, Coe, from Boston 9th July;—*Reverch*, Ogilvie, from Havre 10th Oct;—*Durra Dowat*, Smith, from Madras 9th and Bangalore 14th Oct;—11th *Caracoo*, (H. M. S.) Dana, from Madras 17th Oct;—*Agfir*, Secoles, from Greenock 16th June;—*Allice*, Ward, from Boston 10th July;—*John Aden*, Roche, from London 9th June, Cape, 1st September, Madras, and Ennore 18th Oct;—*La Pair*, Roze, from Bordeaux 25th Jan;—*Anna*, Somerville, from Moulmein 18th Oct;—12th *Wicket Bazar*, Mahmood Rappa, from Aden 3rd Aug. Alpecr 25th Sept. and Aden 11th Oct;—*Jean*, Pons, from Madras 17th Oct;—13th *Victorie*, Delatue, from Havre 2d Aug;—*Saralou*, Adon, from Madras 20th Oct;—*Elizabeth*, Hughes, from Madras 14th October;—14th *Wander*, G. Waugh, from Portsmouth 9th July;—*Albion*, McLeod, from Liverpool 17th July;—*Young Rover*, Baker, from Moulmein 6th Nov;—*Wet Watch*, Barrington, from Singapore 10th Oct;—Pening 24th ditto, and Malacca;—*Duke of Beaufort*, Fowen, from London 30th July;—*St George*, Thompson, from Bristol 14th July;—*Lord N. Wimple*, from Portsmouth the 26th July;—16th *Atman*, Saen, from Moulmein, 1st Oct;—*Achard*, Steel, from Masulipatam 12th, and Eschapel, 2d Oct;—*Lord Hungerford*, Fingeharson, from London 9th July, and Cape 22d Sept;—17th *Agout*, McMan, from Liverpool 13th July;—20th *Ganges*, Anand, from Bordeaux 5th July;—23d *Lord Eldon*, Dawson, from Liverpool 6th July;—*L'Indien*, Moun, from Bordeaux 27th Do;—*L'Alce*, Quoraard, from Havre 15th Do;—25th *Fort*, Robinson, from Ceylon 2d Nov;—29th *Bombay Castle*, Wenys, from China 29th Aug. and Penang 6th Nov. Singapore and Malacca—30th *Elesa*, Sutton, from Falmouth 2d July and Madras 30th October.

## DEPARTURES.

Nov.—*Lion*, Rich, for New York; *Vigant*, Welsh, for Philadelphia; *Dona Carmelita*, Gray, for Cerroandul Coast; *Caque Fries*, J. A. Yhen, for Bourbon; *Iravaddy*, for Khyouk Phyou; *Jane*, for Chittagong and Arracan; *Junno*, Pinder, for Liverpool; Sir *Archibald Campbell*, Robertson, for Singapore; *L. Elise*, Blanc, for Bourbon; *Sanderson*, Sage, Liverpool; *Cordoba*, Weaver, for Liverpool; *Brougham*, J. Viles, for the Straits;—*Ann*, Budwell, for Ceylon via Madras; *Thos*, Navro, for Rangoon and Moulmein; *General Giscoyne*, Fisher, for Mauritius; *Star*, for Philadelphia;—*Morning Star*, Linton, for Mauritius; *Star*, Griffin, for Philadelphia.

## ARRIVAL OF PASSENGERS.

*Per Lord Hungerford*, from London.—Mrs. Grant; Mrs. J. R. Colvin; Mrs. C. Farquharson; Miss McLeod; Mrs. Shakespear; Capt. Chidart, B. N. I.; Hon. T. E. W. Forriester, H. M. 13th Foot; Mr. Christie, Assistant Surgeon; Mr. Siddons, Cadet; Masters Colvin and Bazett Colvin.—*From Cape*.—Hon. Mrs. J. B. Elliot; Mrs. G. P. Thompson; Miss Elliot; Hon. J. E. Elliot, B. C. S.; G. P. Thompson, Esq. B. C. S.; Lieut. Dashwood, B. A.; Messrs H. Thompson and M. J. Thompson; Masters F. Thompson and R. Thompson.

*Per St. George*, from Bristol.—Mrs. White, Miss White; Capt. White, 8th Light Cavalry; W. Pagson, Esq.; C. Jewelyn, Esq.—*From Cape of Good Hope*.—Mrs. Fitzgerald, Miss Smith; Hon'ble Mr. Blunt, Member of Council; Capt. Fitzgerald, 2d Light Cavalry; Capt. Smith, 62d Native Infantry; G. J. McClintock, Civil Service; Lieut. Wardroper, N. I.; two Masters Fitzgerald, and two Misses White.

*Per Forth*, from Ceylon.—Mrs Robinson; Mrs. Costell; and Mr. Lang.

*Per L'Alce*, from Havre de Grace.—Messrs Jules Cloriet and James Foussant.

## DEPARTURE OF PASSENGERS.

*Per Sanderson*, for Liverpool.—Mr. Cook.

*Per Junno*.—G. Hamilton, Esq. H. Unwin, Esq. and Miss Berry.

## DOMESTIC OCCURRENCES.

## BIRTHS.

AT CALCUTTA, &c.—24th Oct., Mrs. B. W. Lewis, of a son.—26th Oct., the lady of Richard Walker Esq., of a son.—3d Nov., the lady of Lieut. Lamb, 31st N. I. of a son.—7th Nov., the lady of J. H. Stocqueler, Esq., of a son.—4th Nov., Mrs. Geo. Clarke of a daughter.—11th Nov., Mrs. H. M. Walker, of a daughter.—14th Nov., the lady of George Gough, Esq. of a son.—15th Nov., S. Webb, of a daughter.—18th Nov., the lady of William Anley, Esq. of a son.—19th Nov., the lady of Adam F. Smith, Esq. of a son.—20th Nov., Mrs. E. Webb, of a son.—20th Nov., the lady of Lieut. Birch, of a daughter.—At Dum-Dum, 17th Nov., Mrs. John Watson of a son.—At Dum-Dum, 19th Nov., the lady of A. Wood Esq., of a son.—At Barrackpore 24th, Nov., the lady of Capt. Howard, European Regt. of a daughter.

MOFFUSIL, &c.—At Sylhet, 15th Oct., the wife of Ensign J. T. Wilcox, 49th N. I. of a daughter.—At Lucknow, 11th Oct., the lady of Lieut. W. B. Holmes, 12th N. I. of a daughter.—At Ootacamund,—Neilgherries, 20th Sept., the lady of Edward Eden Elliot, Esq., C. S. of a son.—At Nagercoil, 22d Sept., the wife of the Reverend William Miller, of a son.—At Lucknow, 13th Oct., the lady of Lieut. W. J. Macvittie, Artillery, of a daughter.—At Lucknow, 22d Oct., the lady of Lieutenant A. Barclay, 12th N. I. of a still-born son.—At Agra, 15th Oct., the lady of R. G. Hughes, Esq., H. Ms. 13th Light Infantry, of a daughter.—At Moulinein, on the 3d Sept. the lady of Lieutenant Tallan, H. M. 41st Reg. of a daughter.—At Allyghur, Mrs. C. S. Tetley, of a son.—At Allyghur, 7th Nov., Mrs. C. O'Connor, of a daughter.—At Agra, 27th Oct., the lady of Captain Atchinson, 28th Reg. of a daughter.—At Arungabad, 30th Oct., the lady of R. Riddell, Esq. of a daughter.—At Cawnpore, 24th June, the lady of Capt J. C. C. Gray, 21st N. I., of twin girls.—At Cooroosh Factory, Nuddeah, 19th Nov., the lady of J. A. Deverell, Esq., of a son.—At Dacca, 9th Nov., the lady of J. L. Wilkie, Esq., of a son.—At Neemuch, 5th Nov., the Lady of Major Wyner, 61st Reg. of a daughter.—At Muttra, 6th inst., the lady of Assistant Surgeon James McRae, of a daughter.—At Jessore, 16th Nov., the lady of the late R. B. Francis Esq., of a daughter.—At Burdwan, 19th Nov., the wife of Captain Vetch, of a son.—At Taheran, in Persia, on the 16th March, 1833, the lady of David Khan, K. I. S. of Persia, and Chief Physician and Surgeon to His Royal Highness Prince Ally Naky Mirza Rockna Dowlah of Persia, of a daughter.—At Chirra Poonjee, 26th Nov., the lady of Lieut. Col. T. C. Watson, of a daughter.—At Ellichpore, 21st Oct., the lady of John Sufokes, Esq., of a son, still-born.—At Patna, 22d Nov., the lady of James Clarke, Esq., Garrison Surgeon of Chunar, of a son.—Near Jungypore 26th Nov., the lady of Captain G. M. Carmac, H. M. 3d Buffs, of a daughter.—At Penang, 24th Oct., the Wife of Mr. M. J. Goudart, of a son.—At Mazagon, on the 10th Nov., the lady of Assistant Surgeon Montefiore, of a son.—At Palaveram, 17th Nov., the lady of Lieut. Henry Vanderzee, of the 27th N. I. of a son.—At Madras, 19th Nov., the lady of H. T. Bushby, Esq., C. S. of a son.—At Nellore, 17th Nov., the lady of William Elliot, Esq., C. S. of a son.—At Bangalore, 14th Nov., the lady of Captain Ellis, of the 13th L. D. of a son.

## MARRIAGES.

AT CALCUTTA &c.—19th Oct. Lieut. William Paynter Kennaway Browne, H. M's. 49th Regt., to Miss Eliza Gibbons.—21st Oct., Mr. George William Bartlett, to Miss Mary Bateman.—23d Oct., Mr. Robert J. Rose, to Miss Anne Clarke.—26th Oct. Mr. John Cordoso, to Miss Matilda De Gracia.—30th Oct. Mr. James Dunsmure, to Miss Mary Ann Thomson.—6th Nov., Mr. Joseph Roach, to Miss Marian Naries.—12th Oct., James Anderson, Esq., M. D., H. C. S. to Veronica Scott, eldest daughter of Archibald Hills, Esq. Edinburgh.—16th Nov., Mr. William Williams, to Mrs. Elisabeth Collingwood.—25th Nov. Lieutenant Colin Campbell, 53d N. I. to Miss Grace Ross.—30th Nov. Mr. J. Thomas to Miss A. C. Biset.—30th Nov., Mr. James Black, Branch Pilot, H. C. M. to Miss Louisa Matilda Thompson.

MOFFUSIL, &c.—At Chhattac, Sylhet, 21st Oct. Ensign J. W. Bennett, of the Bengal Europ. Reg. to Sarah, fourth daughter of Mr. George Inglis.—At Serampore, 25th Oct. A. D. Johnson, Esq., of Bhangulpore, to Amelia Derozio.—At Singapore,

20th Aug. Mr. Peter Marcussen, to Miss Caldwell.—At Cawnpore, 23d Sept. Charles D. C. O'Brien Esq., of H. M.'s 48th Regt., to Emma Elizabeth, second daughter of the late Col. E. W. Snow, c. b.—At Poona, 13th Oct. A. M., Henry Hebbert, Esq., C. S. to Marian, youngest daughter of Thomas Abbott Green, Esq.—At Madras, 19th Oct. Edward Chamier, Esq., of the Bombay Civil Service, to Frances, eldest daughter of the late Robert Sewell, Esq., of Oak-end Lodge, Bucks.—At Dinapore, 18th Nov. by the Reverend W. O. Ruspini, Licut. and Adj. Charles Prior, 62th N. I. to Charlotte Denham, youngest daughter of Lieut. Col. C. W. Hamilton.—At Serampore, 22d Nov. D. P. Dacosta, Esq. to Miss Eliza Anne Cashman.—At Cawnpore, 7th Nov. John Strange Chapman, Esq. Assistant Surgeon, 16th Queen's Lancers, to Georgiana, youngest daughter of the late George Poyntz Ricketts, Esq. C. S.—At Agra, Walter A. Venour, Esq. Superintending Surgeon, to Anne, daughter of Wm. Ling, Esq.

## DEATHS.

MORUSSIL &c.—At Hooghly, 27th Oct. M. Sherman, Esq., third son of J. S. Sherman Esq. of Madras.—At Meerut, 24th Oct. Emily Vane, infant daughter of S. Lightfoot, Esq., 69th N. I.—At Ootacund, on the Neilgerry Hills, 4th Sept. Mary Anne, the infant daughter of John Wedderburn, Esq., C. S.—At Sylhet, 31st Oct. Mary Ann, wife of Captain W. Prentice.—At Hansi, 23d Oct. William, fourth son of Lieut. Col. Skinner, c. b., aged 17 years.—At Mussoorie, 19th Oct. Matilda Eliza, infant daughter of W. Conolly, Esq., C. S.—At Nusseerabad, 20th Oct. Major N. S. Webb.—At Cawnpore, 14th Oct. M. John Melhuish, Chemist and Druggist, aged 38 years.—At Mussoorie, 9th Oct. William, the infant son of Lieutenant Colonel Anderson, 62d F. I.—2d Nov. Ensign John T. Fergusson, 70th N. I.—At Moulmein, 1st Nov. Dr. Archibald Campbell of the Hon. Co's. Madras Medical Service, aged 47 years.—At Mhow, 18th Sept. Captain Alexander Macdonald, of the 16th N. I. aged 23 years.—At Saugor, 27th Oct. Mr. E. Cropley, Junior, aged 20 years.—At Tanagor, 8th Nov. Anna Eliza, daughter of G. Dettson Elliot, Esq., aged 6 months.—On the 16th Oct. at Urrowl, Lieutenant J. W. Boyd, H. M.'s 28th Regt.—12th Nov. at Meerut, Emily daughter of the late Lieut. Maxwell.—10th of Nov. at Meerut, Captain Ahmuty, H. M.'s 11th Light Dragoons.

AT CALCUTTA, &c.—27th Oct., Mr. Thomas Bryant, late Engineer of the H. C. S. *Ganges*, aged 26 years.—1st Nov., Mr. Stephen Ludlow, late a writer in the Commissioner's Office Cuttack, aged 32 years.—1st Nov., Master William Bruce, aged 7 years.—3d Nov., Alexander, son of Mr. Robert Myers, aged 1 year.—4th Nov., Frederick Lindstedt, Esq., aged 42 years.—2d Nov., Catherine widow of the late Mr. James Murray, aged 50 years.—3d Nov., Vellurio, the eldest son of Mr. John Vallente, aged 16 years.—7th Nov., Thomas Moore Gale, Marine Pay Office, aged 40 years.—8th Nov., Thomas, son of Captain Thomas Robinson of the ship *Intrepid* of Hull, aged 14 years, and 6 months.—1st Nov., Henry Francis Churcher, Esq., aged 28 years, 9 months.—2d Nov., Miss Eliza Palmer, aged 22 years. 2d Nov., Miss Eliza Bennett, aged 32 years.—18th Oct., Eliza, wife of Mr. David Williamson.—20th Oct., John Keymer, son of the late Mr. James Keymer, Branch Pilot, aged 19 years.—21st Oct., Mary, wife of Mr. G. M. Anderson, aged 23 years, 11 months.—23th Oct., Miss Grace Matilda Burrows, daughter of Mr. William Burrows, Military Department, aged 10 years.—28th Nov., John Mathias Heritage, Esq. Branch Pilot, aged 40 years.—23th Oct., Miss Louisa Cornelius, aged 17 years.—26th Oct., the infant daughter of the late Capt. J. Vincent, H. M.'s 16th Lancers.—15th Oct., Mr. Sub Conductor M. Mathews.—2d Nov., Sophia, wife of Captain S. Biddle, aged 50 years.—4th Nov., Mr. William Lingham, Midshipman of the Ship *Asia*, aged 17 years.—5th Nov., Mr. John William Swaine, General Department, aged 24 years.—6th Nov., Mr. George Nicholas Hoburn, Ship *Cordelia*, aged 30 years.—8th Nov., Mr. Lawrence D'Souza, aged 37 years, and 11 months.—9th Nov., Henry Silvestre, aged 14 years.—11th Nov., James Robertson, Esq., aged 34 years.—16th Nov., George Chester, Esq., C. S., aged 52 years.—15th Nov., Charles Lamedon, the infant son of R. M. Ronald, Esq.—29th Oct., W. W. McComish, Esq. Surgeon, aged 24 years.—At Allipore, 8th Nov., G. T. Collins, Esq., C. S.—10th Nov., Arratoon Haloosa, Esq., Head Master of the Armenian Philanthropic Academy, aged 56 years.—19th inst. Mr. Timothy Augustin, aged 35 years.—20th Nov. Anne, relict of the late James Fraser, Esq., aged 42 years.—26th Nov. the infant son of Mr. E. Webb.—22d Nov. Mrs. Louise the wife of the Reverend John C. Lawrie, aged 24 years.—19th Nov. Captain Robert Noyes, aged 31 years.—Mr. G. Byrne, aged 69 years.













